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**ARTICLE 24**  
**WORKING CONDITIONS FOR SPECIAL**  
**GROUPS NON-CERTIFICATED PERSONNEL**

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Non-certificated personnel are all paraprofessionals ~~and driver training roadwork instructors.~~

**Section 1. Paraprofessionals**

A. Definition. Paraprofessionals are classified employees who are trained to provide assistance to a teacher or administrator in carrying out program objectives, program related clerical duties, student supervision and classroom control. The term "paraprofessionals" excludes social workers and sign language/educational interpreters and includes the following classifications:

1. Instructional English Language Learners (ELL) Aide. Employees who possess skills or training to meet the specific educational needs of students where English is their second language and/or to compensate for the lack of specific teacher skill (e.g., bilingual education), Alternative to Suspension Program, etc.).
2. Instructional Assistant. Employees who are trained to provide assistance in specific programs. The objectives of the Instructional Assistant are program-based and state standard driven (e.g., Special Education support for students identified with disabilities being served under individual education plans (IEPs), learning disability, multi-handicapped, hearing impaired, etc.).

Immediately prior to an Instructional Assistant's initial assignment or when there is a change in assignment of disability category (i.e. move from MH to ED or OH), the Instructional Assistant will job shadow for two days with an Instructional Assistant who is assigned to a classroom with the same responsibilities and job duties as the new Instructional Assistant's classroom. Recommendations for job shadow opportunities will be through collaboration between the special education department and Human Resources. Human Resources will notify principals when the job shadow is taking place. [Moved from Section B below.]

3. Instructional Technician. ~~Employees who are specifically trained in a technical or vocational area. The objectives which instructional technicians seek are program driven (e.g., carpentry, computer repair, etc.). [moved to App. D, inactive classifications]~~
43. Educational Aide. Employees who are trained to provide assistance in the implementation of broad educational programs, ~~(e.g., affirmative reading, etc.). Educational Aides and include staff assistants assigned to work at~~

the discretion of the Administration and aides assigned to assist a teacher including such clerical duties as directed by the teacher.

- ~~5. Building Administrator's Aide. Employees who provide assistance in maintaining order in the cafeteria and study halls and perform other routine administrator support tasks as assigned by the Principal, Assistant Principal or teacher. [moved to App. D. inactive classifications]~~
- ~~6. Day Care Technicians. Employees who assume major responsibilities in providing educational services to infants, toddlers, and preschool-age children. (Qualifications include an Associate Degree in Early Childhood Education). [moved to App. D. inactive classifications]~~
- ~~7. Parent Technician. Employees who provide assistance in development and execution of effective parent training programs, and establish and maintain activities of an on-going Parent Resource Center. [moved to App. D. inactive classifications]~~
- ~~8. School Staff Aide. Employees who provide selected support services to administrative staff in specialized areas including parent involvement, parent in-service, student enrichment activities and other areas to address unique school related needs. [moved to App. D. inactive classifications]~~
- ~~94. Parent Education-Mentor Aide (Counselor). Employees who serve as liaisons between project and community agencies, organize meetings of project parents, parents and the District and provide information to parents about the District's special services (psychological testing, language assessment, and motivational programs).~~
- ~~105. Camp-Planning Center Instructional Aide (PCIA). Employees who assist, support, and supervise students assigned to the Planning Center consistent with Article 15, in the instruction and supervision of students in all resident and school site camping activities and assist teachers with the instruction of students in experimental education and adventure-based counseling.~~
- ~~116. Attendance Workers Liasons. Employees who assist with identifying and addressing the needs of students who are frequently absent or tardy.~~
  - ~~a. Attendance workers Liasons are not required to transport pupils or student teachers in private conveyances staff.~~
  - ~~b. A committee of Attendance Liasons, their Union representative and the A conference type committee shall be formed with Union representatives of attendance workers for all Attendance Districts to meet with the head attendance workers and the Supervisor of Attendance will meet on a regularly scheduled basis to address their concerns relative to tasks related to their working conditions~~

~~and responsibilities. discuss working conditions for improvement relevant to the performance of their responsibilities. This committee shall, by September 1, 2000, have the sole and exclusive right to change the official name of "Attendance Workers" to any other title it deems appropriate, or keep the title the same.~~

- c. ~~Any Attendance Worker not notified of lay off by May 15 of any year is guaranteed employment for the following year, except in cases of termination for cause through due process. [Housekeeping change.]~~

B. When paraprofessionals are employed under a federal or state program, the job responsibilities shall be defined as in the program guidelines.

~~C. Paraprofessionals shall be subject to a sixty (60) day probationary employment period beginning with their initial date of employment. Immediately prior to an instructional assistant's initial assignment or when there is a change in assignment of disability category (i.e. move from MH to ED or OH), the instructional assistant will job shadow for two days with an instructional assistant who is assigned to a unit with the same responsibilities and job duties as the new instructional assistant's unit. Recommendations for job shadow opportunities will be through collaboration between the special education department and Human Resources. Human Resources will notify principals when the job shadow is taking place. [Moved to Section A2 above.]~~ Paraprofessionals may be dismissed at any time during their probationary period and such dismissal shall not be subject to evaluation procedures. Any such dismissal shall not be appeal-able or subject to the grievance procedure.

~~D. Procedure for Discharge of Paraprofessionals~~

- ~~1. Except for compelling reasons, no paraprofessionals shall be terminated from employment for incompetence or disciplinary reasons without a written evaluation by a Principal, supervisor and/or project manager, indicating any necessary improvable area. Paraprofessionals shall be given a reasonable period to demonstrate improvement of performance.~~
- ~~2. Paraprofessionals may request a conference to discuss an evaluation. Such request must be made within five (5) school days of receipt and the conference must be held within five (5) school days of the request.~~
- ~~3. When the Administration believes that a compelling reason exists, other than alleged substandard performance, for not following the evaluation procedure, the Administration shall schedule a due process hearing to examine reasons for the proposed termination and shall notify the CTU President, or designee, or if the President or designee is unavailable, shall notify the CTU Director of Grievances, at least three (3) school days~~

~~before said hearing, unless there is mutual agreement upon an earlier hearing.~~

4. ~~These provisions will not apply to job abolishments or lay-offs. [Discipline of paraprofessionals is addressed in Article \_\_\_\_.]~~

ED. Paraprofessionals shall have the same rights concerning their files as teachers have for their Human Resources files.

~~F. Paraprofessionals are assured employment for the school year in which they are employed, but not necessarily at the same job site. [Moved to Section I.] Termination of employment during the school year is not precluded by this Agreement if the District has just cause and a due process procedure is used (any such termination of employment shall be processed through the Division of Classified Personnel. [Discipline of paraprofessionals is addressed in Article \_\_\_\_.]~~

GE. Seniority for paraprofessionals shall be the number of consecutive years of employment within the classification in the District. In computing paraprofessional's seniority, the following shall be adhered to:

1. Military service in time of national emergency, or call to active duty in the armed services, shall be credited as full time in determining seniority when the paraprofessional's service is interrupted.
2. In the event of a leave of absence, the paraprofessionals shall retain the seniority acquired at the time of taking leave, and the leave of absence shall not constitute a break in continuous employment.
3. Paraprofessionals who resign their positions and are later re-employed shall lose that seniority acquired before resignation except where reemployed for the school year consecutive to that of the resignation.
4. Upon return to the District, a paraprofessional who has resigned shall be granted salary credit for up to seven (7) years actual experience in the District.

HF. When paraprofessional lay-offs are necessary, seniority within classification shall prevail. Paraprofessionals shall be laid-off first in inverse order of seniority within the classification. ~~Paraprofessionals on lay off status as of September 1, 1996, shall be recalled pursuant to the Agreement under which they were laid off. ] [Housekeeping change.]~~

An exception to the seniority based lay-off procedure described above shall be made in the case of the lay-off of English Language Learners (ELL) Aides~~Instructional Aides~~. ELLs shall be laid off in the reverse order of system seniority within the language of assignment. Language needs shall be determined by the District.

When positions for paraprofessionals are available, priority will be given in order of classification seniority to those who have been laid off before consideration to new applicants is



given. Further, where a laid-off paraprofessional has the ability and the qualifications, he/she shall have priority over a new applicant to any open paraprofessional position.

IG. Paraprofessionals are assured employment for the school year in which they are employed, but not necessarily at the same job site. [Moved from Section F.] Every month a list of paraprofessional open positions shall be sent to each building, to the CTU office and shall be posted outside Human Resources. The list shall show the building and the classification of disability category including the grade span. Paraprofessionals shall have the same opportunity for Open Positions, and for a Necessary and a Special tTransfer rights as teachers in Article 12., recognizing that special transfers shall be effected only after a conference among the paraprofessional, the principal, the assistant superintendent, the President of the CTU or his/her designee and the Executive Director of Special Education (if applicable).

~~J. Paraprofessionals may request transfer to various paraprofessional assignments for the following school year on a form returned to Human Resources by April 1 if the applicants meet the specific qualifications of the vacant position. Where the applicants meet the specific qualifications of the position, seniority shall be the prevailing consideration. Paraprofessionals shall not be transferred against their will without cause.~~

KH. Full-time paraprofessionals shall work seven and three-fourths (7 and 3/4) hours per day, excluding lunch (38 and 3/4 hours per week). A minimum of thirty (30) minutes uninterrupted unpaid time shall be provided each day for lunch for all full-time paraprofessionals.

LI. Paraprofessionals shall not be used to perform work normally performed by regular office clerical staff, lunch aides, custodial staff or security guards.

MJ. The District shall make a good faith effort to identify and employ substitutes for paraprofessionals. Substitutes for paraprofessionals shall be made available when mandated by law. Paraprofessional substitutes shall be eligible for health care benefits as stated Article 29, Section 1 (D).

NK. Any paraprofessional not notified of a lay-off by May 15 of any year is guaranteed employment for the following year, except in cases of termination for cause through due process. Paraprofessionals shall be sent notice of personnel action as in the past.

OL. Educational Aides.

1. Educational Aides, assigned within a secondary school pupil-teacher ratio, should have a portion of their assigned time to work with teachers in each department of the school. Emphasis should be placed on assigning Educational Aide time to those departments having unique problems not common to all departments in the school. Educational Aides shall not be used as office clerical staff, custodial staff or security guards.
2. Educational Aides may not be used in place of classroom teachers (Ohio Revised Code 3319.088).

3. If the number of summer school applicants exceeds the number of summer school positions within specific programs, summer assignments shall be made within programs by seniority on the following basis:

- a. Building — First consideration is given to Educational Aides assigned to the program in the building where a particular program is being offered for the summer;
- b. System — If there are no Educational Aides assigned to a program at a building where a summer program is offered, then the most senior Educational Aides assigned to that program outside of the building who have applied for summer positions shall be selected.

OM. Paraprofessional Personal Needs. Paraprofessionals shall be provided reasonable opportunities to attend to personal needs during the course of the working day.

PN. Paraprofessional Career Ladder. The Paraprofessional Career Ladder shall be implemented within the guidelines determined by the Paraprofessional Career Ladder Committee. During the term of this Agreement, the District shall continue this program in the amount of \$100,000 per year. (*Appendix C*).

QO. Professional Days. Paraprofessionals shall be required to participate in mandatory professional development days on the same days as teachers and shall be compensated for same as part of their annual rate.

RP. Supplies. Disposable gloves, masks, disinfectant soap and other related materials shall be made available in all facilities in which paraprofessionals toilet students.

SO. Collaboration Training. If grant funds are obtained for this purpose, or funds are identified in a school's approved AAP for this purpose, the District shall institute teacher-paraprofessional training in collaboration when a teacher or a paraprofessional do not have previous collaboration experience. This training will be coordinated by written mutual agreement between the administration and the Paraprofessional UCC.

TR. Lifting Training. Paraprofessionals whose job postings require lifting students shall receive appropriate training in techniques for lifting and assisting students in moving.

US. Paraprofessionals Assigned to Special Education Classes. Paraprofessionals assigned to special education classes shall receive training as defined by the JSEC during the professional days included in the District and/or building calendar.

## ~~Section 2. Driver Training Roadwork Instructors~~

~~A. Roadwork instructors may be used only for roadwork instruction activities.~~

~~B. Roadwork instructors shall not be responsible for the evaluation of other roadwork instructors.~~

~~C. When a driver training car is used, it shall be returned in the same condition relative to cleanliness and fuel as it was when borrowed.~~

~~D. When only one (1) pupil reports for roadwork instruction, and that pupil is of the opposite sex of the instructor, the pupil shall be temporarily reassigned to an instructor of the same sex, if available, or the class shall be canceled.~~

~~E. Roadwork instructors as well as certified driver education teachers may apply for night school driver education positions.~~

~~F. Seniority of roadwork instructors shall become effective the date of their employment and shall be determined and applied as follows:~~

- ~~1. Military service in the time of national emergency, or call to active duty in the armed services, shall be credited as full time in determining seniority, when the teaching service is interrupted.~~
- ~~2. In the event of a leave of absence, the roadwork instructor shall retain the seniority acquired at the time of taking leave, and a leave of absence shall not constitute a break in consecutive employment.~~
- ~~3. Roadwork instructors who resign their positions and are later re-employed shall lose that seniority acquired before resignation.~~

~~G. In order to meet the State of Ohio requirements regarding the required hours in observation and roadwork instruction in Driver Education, it is recommended that roadwork instructors assist guidance counselors in Driver Education programming whenever possible.~~

~~H. It is desirable to apprise the school and community of the Driver Education Program and its requirements whenever it is possible. Roadwork instructors should be provided with the opportunity to speak to the PTA, Student Council and other school and community organizations as scheduling and time permit.~~

~~I. Whenever roadwork instructors have the problem of canceled classes or other irregularities in their schedules, they shall notify the building Principal.~~

~~J. Guidelines for the distribution of cars will be mutually agreed upon by the UCC of the roadwork instructors and the supervisor of Driver Education.~~

- ~~1. Cars will be distributed equitably.~~
- ~~2. Malfunctioning must be reported and recorded.~~
- ~~3. Outside rearview mirrors equipped when possible.~~

~~K. When available, subs will be provided so that students will meet required time standards.~~

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**ARTICLE 24**  
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Non-certificated personnel include all paraprofessionals and sign language/educational interpreters and driver training roadwork instructors.

**Section 1. Paraprofessionals**

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2. Instructional Assistant. Employees who are trained to provide assistance in specific programs. The objectives of the Instructional Assistant are program-based and state standard driven (e.g., Special Education support for students identified with disabilities being served under individual education plans (IEPs). ~~learning disability, multi-handicapped, hearing impaired, etc.).~~

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3. Instructional Technician. ~~Employees who are specifically trained in a technical or vocational area. The objectives which instructional technicians seek are program-driven (e.g., carpentry, computer repair, etc.). [moved to App. D, inactive classifications]~~
43. Educational Aide. Employees who are trained to provide assistance in the implementation of broad educational programs, ~~(e.g., affirmative reading, etc.). Educational Aides and include staff assistants assigned to work at~~

the discretion of the Administration and aides assigned to assist a teacher including such clerical duties as directed by the teacher.

5. ~~Building Administrator's Aide.~~ Employees who provide assistance in maintaining order in the cafeteria and study halls and perform other routine administrator support tasks as assigned by the Principal, Assistant Principal or teacher. [moved to App. D, inactive classifications]
6. ~~Day Care Technicians.~~ Employees who assume major responsibilities in providing educational services to infants, toddlers, and preschool age children. (Qualifications include an Associate Degree in Early Childhood Education). [moved to App. D, inactive classifications]
7. ~~Parent Technician.~~ Employees who provide assistance in development and execution of effective parent training programs, and establish and maintain activities of an on-going Parent Resource Center. [moved to App. D, inactive classifications]
8. ~~School Staff Aide.~~ Employees who provide selected support services to administrative staff in specialized areas including parent involvement, parent in-service, student enrichment activities and other areas to address unique school-related needs. [moved to App. D, inactive classifications]
94. ~~Parent Education Mentor Aide (Counselor).~~ Employees who serve as liaisons between project and community agencies, organize meetings of project parents, parents and the District and provide information to parents about the District's special services (psychological testing, language assessment, and motivational programs).
105. ~~Camp Planning Center Instructional Aide (PCIA).~~ Employees who assist, support, and supervise students assigned to the Planning Center consistent with Article 15, in the instruction and supervision of students in all resident and school site camping activities and assist teachers with the instruction of students in experimental education and adventure-based counseling.
116. ~~Attendance Workers~~ Liasons. Employees who assist with identifying and addressing the needs of students who are frequently absent or tardy.
  - a. ~~Attendance workers~~ Liasons are not required to transport pupils or student teachers in private conveyances staff.
  - b. A committee of Attendance Liasons, their Union representative and the A conference type committee shall be formed with Union representatives of attendance workers for all Attendance Districts to meet with the head attendance workers and the Supervisor of Attendance will meet on a regularly scheduled basis to address their concerns relative to tasks related to their working conditions

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~~and responsibilities. discuss working conditions for improvement relevant to the performance of their responsibilities. This committee shall, by September 1, 2000, have the sole and exclusive right to change the official name of "Attendance Workers" to any other title it deems appropriate, or keep the title the same.~~

- c. ~~Any Attendance Worker not notified of lay off by May 15 of any year is guaranteed employment for the following year, except in cases of termination for cause through due process. [Housekeeping change.]~~

B. When paraprofessionals are employed under a federal or state program, the job responsibilities shall be defined as in the program guidelines.

~~C. C. Paraprofessionals shall be subject to a sixty (60) day probationary employment period beginning with their initial date of employment. Immediately prior to an instructional assistant's initial assignment or when there is a change in assignment of disability category (i.e. move from MH to ED or OH), the instructional assistant will job shadow for two days with an instructional assistant who is assigned to a unit with the same responsibilities and job duties as the new instructional assistant's unit. Recommendations for job shadow opportunities will be through collaboration between the special education department and Human Resources. Human Resources will notify principals when the job shadow is taking place. [Moved to Section A2 above.] Paraprofessionals may be dismissed at any time during their probationary period and such dismissal shall not be subject to evaluation procedures. Any such dismissal shall not be appeal-able or subject to the grievance procedure.~~

~~D. Procedure for Discharge of Paraprofessionals~~

- ~~1. Except for compelling reasons, no paraprofessionals shall be terminated from employment for incompetence or disciplinary reasons without a written evaluation by a Principal, supervisor and/or project manager, indicating any necessary improvable area. Paraprofessionals shall be given a reasonable period to demonstrate improvement of performance.~~
- ~~2. Paraprofessionals may request a conference to discuss an evaluation. Such request must be made within five (5) school days of receipt and the conference must be held within five (5) school days of the request.~~
- ~~3. When the Administration believes that a compelling reason exists, other than alleged substandard performance, for not following the evaluation procedure, the Administration shall schedule a due process hearing to examine reasons for the proposed termination and shall notify the CTU President, or designee, or if the President or designee is unavailable, shall notify the CTU Director of Grievances, at least three (3) school days~~

~~before said hearing, unless there is mutual agreement upon an earlier hearing.~~

4. ~~These provisions will not apply to job abolishments or lay-offs.~~ [Discipline of paraprofessionals is addressed in Article \_\_\_\_.]

ED. Paraprofessionals shall have the same rights concerning their files as teachers have for their Human Resources files.

~~F. Paraprofessionals are assured employment for the school year in which they are employed, but not necessarily at the same job site. [Moved to Section I.] Termination of employment during the school year is not precluded by this Agreement if the District has just cause and a due process procedure is used (any such termination of employment shall be processed through the Division of Classified Personnel. [Discipline of paraprofessionals is addressed in Article \_\_\_\_.]~~

GE. Seniority for paraprofessionals shall be the number of consecutive years of employment within the classification in the District. In computing paraprofessional's seniority, the following shall be adhered to:

1. Military service in time of national emergency, or call to active duty in the armed services, shall be credited as full time in determining seniority when the paraprofessional's service is interrupted.
2. In the event of a leave of absence, the paraprofessionals shall retain the seniority acquired at the time of taking leave, and the leave of absence shall not constitute a break in continuous employment.
3. Paraprofessionals who resign their positions and are later re-employed shall lose that seniority acquired before resignation except where reemployed for the school year consecutive to that of the resignation.
4. Upon return to the District, a paraprofessional who has resigned shall be granted salary credit for up to seven (7) years actual experience in the District.

HF. When paraprofessional lay-offs are necessary, seniority within classification shall prevail. Paraprofessionals shall be laid-off first in inverse order of seniority within the classification. ~~Paraprofessionals on lay-off status as of September 1, 1996, shall be recalled pursuant to the Agreement under which they were laid-off. ] [Housekeeping change.]~~

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When positions for paraprofessionals are available, priority will be given in order of classification seniority to those who have been laid off before consideration to new applicants is

given. Further, where a laid-off paraprofessional has the ability and the qualifications, he/she shall have priority over a new applicant to any open paraprofessional position.

IG. Paraprofessionals are assured employment for the school year in which they are employed, but not necessarily at the same job site. [Moved from Section F.] Every month a list of paraprofessional open positions shall be sent to each building, to the CTU office and shall be posted outside Human Resources. The list shall show the building and the classification of disability category including the grade span. Paraprofessionals shall have the same opportunity for Open Positions, and for nNecessary and sSpecial tTransfer rights as teachers in Article 12., recognizing that special transfers shall be effected only after a conference among the paraprofessional, the principal, the assistant superintendent, the President of the CTU or his/her designee and the Executive Director of Special Education (if applicable).

J. Paraprofessionals may request transfer to various paraprofessional assignments for the following school year on a form returned to Human Resources by April 1 if the applicants meet the specific qualifications of the vacant position. Where the applicants meet the specific qualifications of the position, seniority shall be the prevailing consideration. Paraprofessionals shall not be transferred against their will without cause.

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KH. Full-time paraprofessionals shall work seven and three-fourths (7 and 3/4) hours per day, excluding lunch (38 and 3/4 hours per week). A minimum of thirty (30) minutes uninterrupted unpaid time shall be provided each day for lunch for all full-time paraprofessionals.

LI. Paraprofessionals shall not be used to perform work normally performed by regular office clerical staff, lunch aides, custodial staff or security guards.

MJ. The District shall make a good faith effort to identify and employ substitutes for paraprofessionals. Substitutes for paraprofessionals shall be made available when mandated by law. Paraprofessional substitutes shall be eligible for health care benefits as stated Article 29, Section 1 (D).

NK. Any paraprofessional not notified of a lay-off by May 15 of any year is guaranteed employment for the following year, except in cases of termination for cause through due process. Paraprofessionals shall be sent notice of personnel action as in the past.

OL. Educational Aides.

1. Educational Aides, assigned within a secondary school pupil-teacher ratio, should have a portion of their assigned time to work with teachers in each department of the school. Emphasis should be placed on assigning Educational Aide time to those departments having unique problems not common to all departments in the school. Educational Aides shall not be used as office clerical staff, custodial staff or security guards.
2. Educational Aides may not be used in place of classroom teachers (Ohio Revised Code 3319.088).



3. If the number of summer school applicants exceeds the number of summer school positions within specific programs, summer assignments shall be made within programs by seniority on the following basis:
  - a. Building — First consideration is given to Educational Aides assigned to the program in the building where a particular program is being offered for the summer;
  - b. System — If there are no Educational Aides assigned to a program at a building where a summer program is offered, then the most senior Educational Aides assigned to that program outside of the building who have applied for summer positions shall be selected.

OM. Paraprofessional Personal Needs. Paraprofessionals shall be provided reasonable opportunities to attend to personal needs during the course of the working day.

PN. Paraprofessional Career Ladder. The Paraprofessional Career Ladder shall be implemented within the guidelines determined by the Paraprofessional Career Ladder Committee. During the term of this Agreement, the District shall continue this program in the amount of \$100,000 per year. (*Appendix C*).

QO. Professional Days. Paraprofessionals shall be required to participate in mandatory professional development days on the same days as teachers and shall be compensated for same as part of their annual rate.

RP. Supplies. Disposable gloves, masks, disinfectant soap and other related materials shall be made available in all facilities in which paraprofessionals toilet students.

SQ. Collaboration Training. If grant funds are obtained for this purpose, or funds are identified in a school's approved AAP for this purpose, the District shall institute teacher-paraprofessional training in collaboration when a teacher or a paraprofessional do not have previous collaboration experience. This training will be coordinated by written mutual agreement between the administration and the Paraprofessional UCC.

TR. Lifting Training. Paraprofessionals whose job postings require lifting students shall receive appropriate training in techniques for lifting and assisting students in moving.

US. Paraprofessionals Assigned to Special Education Classes. Paraprofessionals assigned to special education classes shall receive training as defined by the JSEC during the professional days included in the District and/or building calendar.

Section 2. Voluntary Professional Development for Paraprofessionals and Sign Language/Educational Interpreters.

There are three voluntary professional development days for paraprofessionals and sign language/educational interpreters. The first day will be contiguous with the first day of the school year and the remaining two voluntary professional development days will be scheduled by individual school buildings as determined by written mutual agreement, between the Principal

and the UCC. As an example, these days may be scheduled on Saturdays, evenings or during the summer. These three voluntary professional days shall be paid at the participants' daily rate. When paraprofessionals and sign language interpreters/educational interpreters move to a differentiated compensation system, these voluntary professional development days shall be rolled into the differentiated compensation system.

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## **Section 2. — Driver Training Roadwork Instructors**

- A. — Roadwork instructors may be used only for roadwork instruction activities.
- B. — Roadwork instructors shall not be responsible for the evaluation of other roadwork instructors.
- C. — When a driver training car is used, it shall be returned in the same condition relative to cleanliness and fuel as it was when borrowed.
- D. — When only one (1) pupil reports for roadwork instruction, and that pupil is of the opposite sex of the instructor, the pupil shall be temporarily reassigned to an instructor of the same sex, if available, or the class shall be canceled.
- E. — Roadwork instructors as well as certified driver education teachers may apply for night school driver education positions.
- F. — Seniority of roadwork instructors shall become effective the date of their employment and shall be determined and applied as follows:
1. — Military service in the time of national emergency, or call to active duty in the armed services, shall be credited as full time in determining seniority, when the teaching service is interrupted.
  2. — In the event of a leave of absence, the roadwork instructor shall retain the seniority acquired at the time of taking leave, and a leave of absence shall not constitute a break in consecutive employment.
  3. — Roadwork instructors who resign their positions and are later re-employed shall lose that seniority acquired before resignation.
- G. — In order to meet the State of Ohio requirements regarding the required hours in observation and roadwork instruction in Driver Education, it is recommended that roadwork instructors assist guidance counselors in Driver Education programming whenever possible.
- H. — It is desirable to apprise the school and community of the Driver Education Program and its requirements whenever it is possible. Roadwork instructors should be provided with the opportunity to speak to the PTA, Student Council and other school and community organizations as scheduling and time permit.

I. ~~Whenever roadwork instructors have the problem of canceled classes or other irregularities in their schedules, they shall notify the building Principal.~~

J. ~~Guidelines for the distribution of cars will be mutually agreed upon by the UCC of the roadwork instructors and the supervisor of Driver Education.~~

1. ~~Cars will be distributed equitably.~~

2. ~~Malfunctioning must be reported and recorded.~~

3. ~~Outside rearview mirrors equipped when possible.~~

K. ~~When available, subs will be provided so that students will meet required time standards.~~

L. ~~Adjustments of school assignments should be made during the school year recognizing building seniority.~~

## **APPENDIX D**

### **INACTIVE CLASSIFICATIONS**

- 1) Community Center Directors
- 2) Community Center Instructors
- 3) Day-to-Day Building Substitutes
- 4) Dental Hygienists
- 5) Manpower Training Program Personnel
- 6) Classroom aides
- 7) Dental aides
- 8) Medical aides
- 9) Nurses' aides
- 10) Remedial Reading aides
- 11) Attendance aides
- 12) Home visitor aides
- 13) Camping aides
- 14) Instructional Technicians
- 15) Building Administrator's Aide
- 16) Day Care Technicians
- 17) Parent Technicians
- 18) School Staff Aide

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**ARTICLE 28**  
**PAID HOLIDAYS**

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**Section 1. — Bargaining Unit Members.**

The school year shall include the following paid holidays for bargaining unit members (Excluding Substitute Teachers except as specified in Section 3):

- A. — Labor Day
- B. — Veterans' Day\*\*
- C. — Thanksgiving
- D. — Friday after Thanksgiving
- E. — Christmas Day
- F. — New Year's Day
- G. — Martin Luther King, Jr. Day
- H. — Presidents' Day
- I. — Good Friday
- J. — Memorial Day

\*\*Veterans' Day will be observed in years when it falls on a Friday, Saturday, Sunday or Monday. In years when Veterans' Day falls on a Tuesday, Wednesday, or Thursday, the District will observe Discoverer's Day. In years when Veterans' Day is not officially observed by the District, bona fide veterans will have the opportunity to utilize a Special Privilege Day to participate in Veterans' Day events. [holidays will be rolled into salary for all bargaining unit members with the implementation of the differentiated compensation system].

**Section 2. Summer School.**

July 4 will be a paid holiday for bargaining unit members employed for summer school. [moved to article 30, section 5d]

**Section 3. — Substitute Teachers.**

Under the following conditions, substitute teachers will be reimbursed for those holidays designated above: 1) the specific substitute assignment is for six (6) or more consecutive days; 2) the specific substitute assignment is interrupted by one of the designated holidays; 3) the specific substitute assignment must continue at least one day after the holiday.

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## ARTICLE 29

### EMPLOYEE BENEFITS

**Section 1. Eligibility.** For the purpose of this section regular employees entitled to employee benefits shall be defined as follows:

A. All certificated bargaining unit members employed prior to December 31, 1996, who work between 19 and 30 hours per week will be eligible for health insurance (including prescription drug) coverage (and are eligible for dental and vision care benefits) on the same terms as full-time employees. Certificated employees hired after January 1, 1997, who work 19 hours or more per week, shall also be eligible for Kaiser only single or family health insurance coverage.

B. Non certificated CTU bargaining unit members who work between 19 and 30 hours per week are eligible for health insurance (including prescription drug) coverage on the same terms and conditions as full-time employees.

C. Employees Holding Two or More Positions. When an employee holds two (2) or more positions the determination of regular status is based on each separate assignment and not on a combined basis.

D. Substitute Health Care Benefits. A substitute will be eligible to purchase health care benefits from the District after five (5) consecutive days in the same assignment. After 60 consecutive days in the same assignment he/she is entitled to full employee benefits. For health care purposes the substitute is eligible to enroll for health care benefits on the sixty-first (61) day in the assignment. He or she must enroll within thirty (30) days of becoming eligible for health care. Coverage is effective on the first of the month following the thirty (30) day enrollment period. A substitute may obtain health care coverage over the summer by assuming the cost of such coverage at the District's COBRA rate. (Article 23, Section 10.)

#### E. Working Spouse Insurance Coverage

1. ~~Effective January 1, 2011 and~~ except as provided in Sections 7 and 8 below, if a bargaining unit member enrolls his/her spouse in the District's health insurance program and that spouse is eligible to participate (either as a current employee or retiree) in group health insurance sponsored by his/her employer or retirement plan, the bargaining unit member shall pay a contribution of ~~\$5075.00~~ per month in addition to the employee monthly contribution for family coverage set forth in Section 2, below.

2. Upon the spouse's enrollment in his/her employer's healthcare plan or retirement plan, that plan will provide primary coverage for the spouse and the District's plan will provide secondary coverage so long as the bargaining unit member is enrolled in the District family coverage, and the amount set forth in sub-section E.1. above shall not apply.

3. During the open enrollment period, every bargaining unit member who has family coverage which includes a spouse who participates in the District's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the District a written declaration verifying whether his/her spouse is eligible to and shall participate in group health insurance coverage and/or prescription drug

insurance coverage sponsored by the spouse's employer or retirement plan provider, effective not later than January 1, 2011.

4. Any bargaining unit member whose spouse becomes eligible for any employer/retirement plan sponsored group health insurance coverage after the open enrollment period shall notify the District within thirty days.

5. If a member submits false information about his/her spouse or fails to timely notify the District of a change in the spouse's eligibility for employer or retirement plan sponsored group health and/or prescription drug insurance coverage, the member may be subject to disciplinary action up to and including termination. In addition, the bargaining unit member shall be personally liable to the District for reimbursement of the costs of benefits and expenses. The bargaining unit member's spouse shall also be immediately terminated from the District's group health insurance and/or prescription drug insurance coverage. Any action taken pursuant to this section shall be subject to Articles 6 and 18.

6. Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer or retirement plan provider (unless the bargaining unit member enrolls the spouse in the District's plan and pays the \$5075.00 monthly contribution as set for above), as otherwise required by this section, shall be ineligible for benefits under the group health care/prescription drug insurance coverage sponsored by the District.

7. Any bargaining unit member whose spouse is a retired CMSD employee with at least 10 years of full-time service with CMSD and whose spouse is eligible for STRS or SERS health care and/or prescription benefits may elect to cover the spouse as primary. The retired spouse does not have to enroll in the STRS or the SERS health care and/or prescription plan. However, if the retired spouse should become employed, and such employer offers group healthcare insurance, then that spouse and District employee are required to comply with Sub-sections 1 through 6 above.

## **Section 2. Medical Insurance.**

A. Subject to the limitations of Section 1 and Section 2(E), during the enrollment period each year (November), each eligible employee, may elect either single or family coverage from one of the following health care provider plans: Aetna, Kaiser Permanente HMO, ~~Medical Mutual SuperMed Select or~~ Medical Mutual SuperMed Plus. The level of health insurance, prescription drug insurance, dental, and vision coverage provided, or in the case of self-insurance, under the self-insurance program, will be the same as provided on June 30, 2010, unless as otherwise set forth in Appendix T. All pre-existing conditions will be covered unless currently restricted by HIPAA guidelines.

Employees who enroll in either single or family coverage will pay the following employee contributions for Aetna, Kaiser and MMO SuperMed Plus PPO effective August-January 1, 2014: an amount equal to ten percent (10%) of the monthly premium, subject to the following monthly caps: (i) for single coverage - \$75.00; and (ii) for family coverage - \$175.00.

Provider	Single Coverage	Family Coverage
Aetna	\$40.00	\$75.00
Kaiser	\$40.00	\$75.00
MMO SuperMed Plus PPO	\$40.00	\$75.00
MMO SuperMed Select POS	\$40.00	\$75.00

All employee contributions are made by payroll deduction.

The following coverage shall be maintained:

Effective September 1, 2010, the following changes to substantive coverages shall be implemented:

1. Preventive care: 100% covered for all services and frequencies per specified age/gender guidelines, and where no specific frequency/age/gender guidelines, then as determined by the doctor as to whether or not the service is preventative, in which case it shall be covered 100% by the District.
  - a. Women's Health
    - i. Mammogram
    - ii. Pap Test
    - iii. Bone mineral density test (age 60 and over).
    - iv. HPV (ages 11-26)
  - b. Men's Health
    - i. Prostate Specific Antigen and digital rectal exam
    - ii. Abdominal Aortic Aneurysm (age 65 and over)
  - c. General
    - i. Fecal occult blood test (annual)
    - ii. Flexible Sigmoidoscopy (every 5 years)
    - iii. Colonoscopy (every ten years)
    - iv. Diabetes Fasting glucose (sugar)
    - v. Cholesterol (every 5 years)
2. Modifications to Kaiser coverage only:
  - a. Modify existing generic/brand coverage from \$5/\$5 retail/mail to \$5/\$10 retail and \$5/\$10 mail for 90-day supply.
  - b. Increase Emergency Room copayment from \$20 to \$50.
  - c. Increase Urgent Care copayment from \$0 to \$25.
3. Modifications of all healthcare providers coverages:
  - a. Increase the co-payment to \$25 for specialist office visit.

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(See Appendix T for level of health care benefits.)

B. Health Care Coverage Stability. With the concurrence of the CTU, the District may drop any health care provider during the term of this Agreement. If the district wishes to add any new providers, the CTU will be involved in the bidding process and the selection of providers.

C. Self-Insurance. The District may explore and implement self-insurance for any or all components of its health insurance program including medical, prescription, dental, and vision, provided (a) the level of benefits and services set forth in this agreement or any extensions thereof and the respective Certificates of Coverage are equal to or better than those in effect on September 1, 2010; (b) the disruption analysis of the non- Kaiser network of providers and facilities is less than ten percent; (c) the self-insurance network will include both the University Hospitals Health Systems Network and the Cleveland Clinic Health Systems Network; (d) all pre-existing conditions will be covered unless currently restricted by HIPAA. The CTU will be involved in the development of the self-insurance program. Notwithstanding the above language, Kaiser shall remain as an option through the end of the 2009-2010 school year and shall not be considered as part of the disruption analysis.

D. Opt-Out Option. During the enrollment period each year, employees will be provided with the option of declining health insurance coverage for the ensuing year. Such elections are irrevocable until the next annual enrollment period. If the employee declines coverage for the year, he/she shall receive two semi-annual payments of \$250.00. These payments will be made in April and October. If the employee elects to change his/her coverage from family coverage to single (but would otherwise be eligible for continued family-coverage), he/she will receive two semi-annual payments of \$125.00, payable in April and October. Any employee who has opted-out and has any change in spousal coverage may be eligible to re-enroll within the current year of employment provided that the employee returns a pro rata share of the payments received pursuant to this Section.

E. Durable Medical Equipment. (Appendix T.)

F. Hard Audit. During the open enrollment period, or earlier if the District and the CTU agree, the District shall have the right to conduct a hard audit requiring employees to produce acceptable documentation to establish eligibility for coverage for the employee as well as any claimed dependents and/or spouse. The required documentation may include, but is not limited to, birth certificates, custody decrees, marriage licenses, working spousal coverage, and/or verification of student status. The CTU and the District have agreed that the District will commence a hard audit prior to the November, 2013 open enrollment period. That process will begin with announcements to employees in September, 2013.

**Section 3. Prescription Drug Plan.** (Appendix T.)

**Section 4. Shared Savings.** An employee shall be eligible to receive a payment from the District equal to one-half (1/2) of up to \$500 in savings recovered by the District where the savings result from the identification by the employee of errors in his/her hospital/surgical/medical bills.

**Section 5. Vision Care.** All employees will be covered by a vision care program administered through a provider mutually agreeable to the parties. The District will pay the full cost of this program. The level of vision care benefits shall be the same as provided in the previous Collective



Bargaining Agreement between the District and the CTU as provided by Spectera. (Appendix T.)

**Section 6. Dental Plan.** (Appendix T.)

**Section 7. Blood-Borne Pathogen.** The District will follow its blood-borne pathogen exposure control plan when an employee has been involved in an exposure incident.

**Section 8. Section 125 Plan.**

A. The District shall continue to provide

a "Cafeteria Plan". ~~The existing Plan shall remain in effect through December 31, 2010. Effective January 1, 2011, that Cafeteria Plan will be expanded to which will:~~ (a) allow employees who make employee contributions for health care coverage to elect to do on a pre-tax basis, (b) allow employees to elect to receive additional cash in lieu of Board paid health care coverage (as set forth herein), and (c) allow employees to elect to participate in the dependent care and medical care flexible spending accounts ("FSAs") described in paragraph C below.

B. The Cafeteria Plan will be designed to meet the requirements of Internal Revenue Code ("IRC") Section 125 and applicable regulations. Accordingly, each bargaining unit member will have an opportunity on an annual basis in November to enroll in the Cafeteria Plan. The election to participate may not be revoked during the current plan year unless there is a change in the employee's circumstances that, in accordance with IRC Section 125, permits the employee to change his or her election under the plan (e.g., divorce, death of spouse, change in employment status, a child losing eligibility for coverage, a court order requiring coverage, or other enrollment rights consistent with federal law). Details of the Cafeteria Plan will be provided on an annual basis at the time of enrollment and will also be available through the Human Resources Department.

C. Under the Cafeteria Plan, each employee will be allowed to make a pre-tax "salary reduction" election up to the maximum amount allowable under IRC Section 129 ~~(currently \$5,000 per year)~~, and receive a corresponding credit under a child care/dependent care FSA. Under the dependent care FSA, reimbursement may be received for dependent care expenses described in IRC Section 129.

D. In addition, each bargaining unit member will be allowed to make a separate pre-tax "salary reduction" election up to ~~a the maximum amount of allowed, but in no amount greater than~~ \$10,000 and receive a corresponding credit under a health care FSA. Under the health care FSA, reimbursement may be received for medical (including dental and vision care) expenses (under IRC Section 213) that are not otherwise reimbursable by the health care plans of the District or of another employee.

E. To comply with the requirement of IRC Section 125, the FSAs will each have a 2-1/2 month grace period during which amounts remaining in the FSAs at the end of each plan year can be expended for permissible benefits. However, at the end of the grace period, any remaining amounts will be forfeited.

F. Employees may also elect (on forms prescribed by the District) to pay up to \$50,000 worth of life insurance per year with before-tax dollars through the District's Cafeteria Plan, consistent with applicable federal law.

**Section 9. Life Insurance.** The District shall underwrite the cost of \$10,000 group life insurance policy for all regular employees. The District also will provide employees with the option of purchasing up to \$150,000 of life insurance through payroll deduction up to the limits of the policies in effect, but not less than \$150,000.

**Section 10. Extended Coverage.**

**A. Automatic Summer Coverage.** Both hospitalization/prescription drug and group life insurance protection will be extended into the summer months for covered persons employed in positions which are normally school year active only. This includes personnel as defined in Section 548 of the Administrative Code.

This extended coverage will terminate effective September 1, should the employee fail to return to active payroll status at that time. Any payroll deductions being made for health care/prescription drug and/or group life insurance will be effected on a monthly basis during the school year with a triple deduction being made in June to cover the summer months.

**B. Inactive Payroll Status.** Health care/prescription drug and life insurance coverage may be continued for any employee who becomes payroll inactive (such as resignation or a leave of absence) as follows:

1. In order to continue health care/prescription drug insurance, the inactive employee will have to pay directly to the District the bill that will be received from the District or its designee.
2. In order to continue life insurance coverage the inactive employee must contact the insurance company and arrange for direct billing within thirty-one (31) days from the last day of active payroll status.

**C. Resignation and Retirement.**

1. Bargaining unit members who resign after June 15th will continue to receive District-paid health care/prescription drug insurance through August 31 (subject to the conditions set forth in Section 2 herein).
2. Bargaining unit members who retire as of July 1st, will continue to receive paid health care/prescription drug insurance through August 31 (subject to the conditions set forth in Section 2 herein).

**Section 11. STRS Payments.** The District agrees to pay the employee's share of the payment to the State Teacher's Retirement System (STRS) in accordance with Ohio Attorney General's Opinion 82-097.

The District shall offer the option to purchase STRS/

SERS credit through tax-deferred payroll deduction.

**Section 12. Joint Effort for Improvement.**

A. The District and the CTU shall work jointly to gain legislation to improve retirement benefits, improve employee benefits, increase state aid, and extend employee benefits to retired teachers.

B. It is hereby agreed that the District and the CTU shall jointly explore, and encourage the receipt of, new sources of District revenue. This will be accomplished through the auspices of the conceptually agreed upon "Joint Committee on Lobbying," and with the inclusion of other interested parties (e.g., members of other employee groups, including CCAS, parent representatives, District representatives, and business/community representatives).

C. A Health Care Subcommittee shall be established with up to five members appointed by the CEO and up to five members appointed by the CTU President. Additional representatives may be invited to attend by agreement of the management and Union representatives. The Subcommittee shall review and make recommendations to the CEO and the CTU President regarding any terms and conditions set forth in this Article, including, without limitation:

- (1) mandatory re-enrollment; (2) selection of a Pharmacy Benefit Manager and review of that vendor's performance; (3) modifications to any portion of this Article that will enhance benefits and/or control costs. Changes could include increased use of mail order prescriptions, drug deductibles, and such other modifications as the Subcommittee may want to consider; and (4) such other matters as the Subcommittee may elect to explore.

Should the Subcommittee propose or recommend a change in any benefit level set forth in this article, the change requires the approval of the CEO and the CTU President.

D. The Health Care Subcommittee, no later than thirty (30) calendar days after the mid-term ~~modifications to the collective bargaining agreement have~~ has been ratified by the Union's membership and formally approved by the District's Board, shall meet with all current vendors and explore additional savings, including, without limitation: (i) reviewing with all medical vendors all wellness and disease management programs currently in place that are without additional cost to the District, and mutually agree, which, if any, to pursue; (ii) explore retaining an outside third party wellness provider that will put its entire fee at risk based upon meeting Return on Investment targets (verified by an independent actuary); (iii) review whether restricted formularies or restricted retail networks may be appropriate to implement; and meet with the PBM provider to review and potentially implement by mutual agreement additional programs (step therapy, quantity limitations, mandatory mail order, prior approval protocols); (iv) pursue select and stand alone medical service providers that offer non-acute medical diagnostic

procedures, and such other procedures as the Subcommittee deems appropriate, where such providers at lower cost than is performed at a hospital; and (v)(iv) such other initiatives as the parties mutually agree.

**Section 13. Legal Defense.** The District will continue to comply with Ohio Revised Code Chapter 2744.

**Section 14. Certification/Licensure Funding.** The District will offer a certification/licensure program as a pilot program. Up to fifty (50) bargaining unit members who decide to seek certification/licensure in a "high need" subject area, as defined by written mutual agreement of the District and the CTU, (e.g., Special Education, science, mathematics and bilingual education) are eligible for the District's certification/licensure program in any given school year. This program provides funding for the cost of obtaining the certification/licensure up to a maximum of five thousand dollars (\$5,000) per employee. To be eligible, the employee must be continuously employed by the District while seeking the certification/licensure and continue in employment for five (5) years after becoming certified/licensed. In addition, if a position within the "high need" area becomes vacant and is offered to the bargaining unit member, she/he must accept the position. The interested employee may apply for assistance in securing the certification/licensure in the high-need area with the District's Professional Development office by filing a Professional Development Plan outlining the proposed course of study to obtain the certification/licensure, including a proposed timeline for completion. If accepted, the employee will be provided funding, up to one thousand two hundred and fifty dollars (\$1,250) (less any applicable taxes) for each quarter of the certification/licensure program. Should the bargaining unit member not continue to progress toward completion of the program leading to the additional certification/licensure, or should the bargaining unit member leave employment with the District less than 5 years after receiving the additional certification/licensure, the teacher will be obligated to repay all monies received, either through a deduction from his/her paycheck(s) or other legal means.

**Section 15. Mileage.** All bargaining unit members who are required to travel on school business (excluding travel to and from home) as part of their job responsibilities will receive the Internal Revenue Service mileage rate in effect at the time of travel. Bargaining unit members who choose to accept a second District position (for example, regular classroom

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teachers who accept adult education positions) are not eligible for mileage when traveling from the primary position to the additional position.

**Section 16. Parking Expenses.** The District shall provide a monthly parking pass during working months to any CTU bargaining unit member involuntarily assigned to the Lakeside Administration Building as their primary assignment. Bargaining unit members who are reassigned to the Administration Building on an emergency basis will be reimbursed for parking expenses incurred while assigned to the Administration Building if no discipline results.

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## ARTICLE 30

### MATTERS RELATING TO WAGES AND BENEFITS

#### Section 1. Mutual Agreement for Various Compensations in CTU Bargaining Unit.

The Union and the District shall meet and discuss any compensation involving members of the CTU bargaining unit, including differentials or bonuses or incentive plans in an attempt to reach agreement.

#### Section 2. Wages and Other Compensation.

A. Effective with the 2013-2014 school year, all employees will receive a four percent (4%) increase in their base salary. There will be no adjustment for movement on the index (vertical or horizontal movement) for classroom teachers or related service providers ("RSPs"). Classroom teachers will be placed on or between a level within a tier on the career pathway that reflects their adjusted compensation and licensure level per the Cleveland Differentiated Compensation Salary ("CDCS") Schedule, contained in Appendix \_\_\_\_\_. Related service providers new to the District will be compensated pursuant to Appendix A in the 2010-2013 Agreement plus four percent (4%). All salary schedules in this Agreement, excluding differentials, shall likewise be increased by four percent (4%). [insert new section in Appendix governing long term sub compensation per agreement]

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B. Paraprofessionals will receive a four percent (4%) increase in the employee's base salary. Paraprofessionals will continue to be compensated in accordance with the classified salary schedule and their base salary will be adjusted to reflect the value of ten holidays which will be discontinued effective with the 2013-2014 school year.

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Effective July 1, 2013, there shall be an across the board increase of 4% on base wages, which is reflected on all steps of the teachers salary schedule; the per-diem rate for substitutes; the miscellaneous rates for Hourly Teachers (with the exception of Night School Teachers and Home Tutors) and Adult Education Teachers; and the classified salary schedules for bargaining unit members.

C. Any teacher hired on or after July 1, 2013 will be placed the CDCS Schedule based on procedures as outlined by the CDCS Joint Oversight Committee.

Except as provided in section a. below, effective July 1, 2008, there shall be an across the board increase of 3% on base wages, which is reflected on all steps of the teachers salary schedule; the per-diem rates for substitutes; the miscellaneous rates of pay for Hourly Teachers (with the exception of Night School Teachers and Home Tutors) and Adult Education Teachers; and the classified salary schedules for bargaining unit members.

a. This increase is contingent upon the district continuing to receive in fiscal year 2009 no less than the amount of monies in total state foundation aid (not including pre-school and special education transportation) as received in fiscal year 2007 as stated in line 22 of the 2007 SF 3. If the District notifies the Union President no later than January 15, 2008 of the reduction in total state foundation aid (not including pre-school and special education transportation), the increase shall not apply and the District and the Union shall reopen negotiations for all matters except subcontracting, as found in Article 22, and insurance benefits as found in Article 29 (including

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health insurance, dental, vision, prescription coverage, and life insurance). In such case, the parties shall immediately commence negotiations and the impasse procedure in Article 31 shall apply and the provisions of Article 29 section 1(E) (i.e., Working Spouse) shall expire effective January 1, 2009.

D. Except as provided in section a. below, effective ~~Effective~~ with the 2015-2016 school year, there shall be an across the board increase of one percent (1 %) for all employees. Likewise the CDCS Schedule, as well as all other salary schedules, excluding differentials, shall be increased by one percent (1 %).

~~July 1, 2009, there shall be an across the board increase of 3% on base wages, which is reflected on all steps of the teachers salary schedule; the per diem rates for substitutes; the miscellaneous rates for Hourly Teachers (with the exception of Night School Teachers and Home Tutors) and Adult Education Teachers; and the classified salary schedules for bargaining unit members.~~

a. This increase is contingent upon funds sufficient to support the rates. If the District notifies the Union President no later than March 1, 2009, or such later date as mutually agreed, that there are not sufficient funds to support these wage rates, the increase shall not apply and the District and the Union shall reopen negotiations for all matters except subcontracting, as found in Article 22, and insurance benefits as found in Article 29 (including health insurance, dental, vision, prescription coverage, and life insurance). In such case, the parties shall immediately commence negotiations and the impasse procedure in Article 31 shall apply and the provisions of Article 29 section 1(E) (i.e., Working Spouse) shall expire effective January 1, 2010.

#### **E. Extended Day/Extended Year**

Any certificated/licensed bargaining unit member working over the normal 185 day school year shall be paid for each extended day at their 2012-2013 per diem rate. If the extended day is solely for professional development, the employee shall be paid at the 2012-2013 Instructor In-Service Rate. Beginning with the 2014-2015 school year, these rates may be modified by the JOC.

Any certificated/licensed bargaining unit member working over the normal 440 minute school day shall be paid for the extended minutes at their 2012-2013 per diem rate. Beginning with the 2014-2015 school year, this rate may be modified by the JOC.

Any certificated/licensed bargaining unit member whose worksite included an extended day during the 2012-2013 school year will be given a hold-harmless payment equivalent to the compensation for the additional minutes worked in the 2012-2013 school year less the amount they will receive for the additional minutes outside the normal 440 minutes school day for as long as that member remains at that worksite. This hold-harmless payment will be paid in equal 20/26 installments.

F. Members of the CTU bargaining unit shall be paid in accordance with the appropriate salary, differential, wage or other compensation schedule set forth in the Appendix.

E. A holder of an earned L.L.B., L.L.D. or J.D. degree shall be considered equivalent to a Master's Degree and the individual will be placed on Schedule "D." A written three-year future commitment to remain with the District is required prior to placement on Schedule "D."

### **Section 3. Advancement on Differentiated Schedule and Salary Adjustment.**

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For purposes of transition to the CDCS Schedule, all teachers will be placed at a level, or between two levels within the CDCS Schedule contained in Appendix \_\_\_\_\_. The salary includes the 4% wage increase in Section 2(A). No employee's pay will be reduced as a result of being placed on the CDCS Schedule.

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Teachers will begin accumulating Achievement Credits ("ACs") during the 2013-2014 school year and will first be eligible to move to a new level on the pay scale within the career pathways, tiers and levels per the CDCS Memorandum of Understanding, Appendix \_\_\_\_\_, during the 2014-2015 school year.

Teachers will receive a one-time \$1,500.00 bonus at the beginning of the 2014-2015 school year. All other bargaining unit members will receive a one-time \$1,500.00 bonus at the beginning of the school year in which they move to a differentiated compensation salary schedule.

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A. Effective Date of Salary Adjustments Due to Academic Credit.

Salary adjustments shall be made on the basis of academic credits earned prior to the start of each semester of the school year. Evidence of credits earned shall consist of official college or university transcripts filed with Human Resources. The filing deadline for the first semester shall be October 1; for the second semester, March 1. (Appendix F.)

B. Graduate Training Credit for Schedules E and F. All graduate hours earned prior to February 1, 1969, which are directly related to teaching will be considered acceptable toward meeting the requirements of Schedules "E" and "F." For all graduate hours earned after February 1, 1969, only those graduate hours approved as a part of a planned program by Human Resources will be acceptable in meeting the requirements of Schedules "E" and "F."

C. Prior Teaching Experience and/or Military Service.

Entrance salary credit is given to a maximum of five (5) years for either prior teaching experience or military service or a combination of both. Teachers with previous experience in the District shall be granted up to seven (7) years credit on the appropriate salary schedule. [to be addressed by Joint Oversight Committee]

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D. In-Service Training. A teacher receiving a differential for in-service training will have the amount of the differential indicated separately on his/her contract with the District.  
[HOUSEKEEPING]

**Section 4. New Teacher Pre-Service Training.** Teachers new to the District are required to report for pre-service training, which is included in their base compensation. The appropriate step and schedule salary as shown includes remuneration for this week of pre-service. Failure to report will result in a loss of pay.

#### **Section 5. Procedure for Payment of Wages.**

A. Annual salaries will be disbursed in twenty-six (26) bi-weekly installments. Reductions for services not rendered shall be at the rate of 1/195th-185th for each day out of pay status.

B. Check Compensation Distribution.

1. CMSD will transition from a paper check and electronic compensation payment system to a mandatory electronic compensation payment system. During the 2013-2014 school year, employees who currently receive a paper check will either transition to an electronic funds transfer (EFT), be issued a Pay Card, or a combination of both.



Employees who utilized EFT may also have all or part of their pay deposited on a Pay Card, at their discretion. Once activated, all compensation for all employees will either be automatically deposited to the employee's banking account through EFT or posted to a Pay Card, or a combination of both. Until the new system is activated, cChecks and check vouchers are to be mailed to the employee's home address or made available electronically. All employees must provide Human Resources with a current home address and phone number.

2. Any paid assignment performed during the regular report period will be paid within three (3) weeks of the end of the pay period or on the next scheduled pay run. Payment for participation in the student activity program will be made by the second pay day following the conclusion of each semester.

3. Employees who have lost their checks through any error must complete the form set forth in Appendix F so that the process of replacing the check will be accelerated.

4. When the paycheck of an employee is lost, stolen, or not received from the District, upon timely notification by the employee, a duplicate check shall be issued within one (1) working day. Any employee who has lost their Pay Card must notify payroll immediately. Lost Pay Cards will be replaced following the banking procedures outlined in the payroll process guide. The employee must sign a certificate of loss or non-receipt.

5. The District shall not intentionally withhold, deduct, or otherwise delay or refuse to pay the wages of an employee unless the bargaining unit member is on authorized unpaid absence or has been provided due process. If the District determines that the employee's wages were withheld in violation of Article 30, section 5(B)(5), this section the District will compensate the affected employee all withheld wages plus ten percent (10%) of the amount of wages wrongfully withheld.

6. Prior to submission of each payroll, the Union Chapter Chairperson will confer with the Principal, or his/her designee, relative to any payroll problem. The Chairperson shall communicate irregularities to affected member(s). The member is responsible for resolving irregularities with the on-site administrator.

7. When new bargaining unit positions are created, the Union will be informed of the new bargaining unit position, including the job description and rate of pay.

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C. Payment for Differential Assignments. All persons receiving a differential for an assignment per Appendix A, other than for athletic coaching, will be paid in four (4) equal installments, on or about December 1, February 1, April 15 and June 15. Differentials for athletic coaching, except for the Athletic Director, will be paid at the conclusion of the season and/or athletic assignment. Differentials will continue to be paid per the schedule in Appendix A for the 2013-2014 school year at the 2012-2013 rate. Beginning with the 2014-2015 school year, differentials will be paid in accordance with Appendix \_\_\_\_\_ as may be revised to address differential compensation aligned with CDCS.

D. Summer School. Summer school personnel will be paid bi-weekly according to the published regular teachers' schedule of payroll periods and pay dates. July 4 will be a paid holiday for bargaining unit members employed for summer school where the dates overlap with the holiday.

**Section 6. Royalties.** Members of the bargaining unit who author tapes, records, computer code, movies, pamphlets, textbooks or any other instructional materials on their own time and with

their own resources which may have commercial value shall not be denied royalties and compensations, except for those materials which are used in the District by permission of the author.

**Section 7. Pay Option.** Bargaining unit members (not on extended year contracts) shall have the option to select either a twenty (20) or twenty-six (26) biweekly pay plan. The option will be phased in, with 20% of bargaining unit members by seniority offered the option each year starting with the 2001-02 school year.

**Section 8. Rates of Pay.**

A. Daily Rate. All certificated employees will receive the daily rate for regular school year/regular school hours and mandatory, District-wide professional days, as well as voluntary professional days as set forth in Article 9, Section 2.

B. Pay for Voluntary Instructional Activities Outside the Regular Day. (In-Service Instructor). All certificated employees will receive a set hourly amount, set forth in Appendix A as the Instructional Rate, for instructional activities conducted outside the regular school day or year, including, but not limited to, after school/weekend proficiency activities with students, curriculum development activities, mentoring and leading of professional development activities. This rate does not apply to retreats not designated as voluntary professional days under Article 9, Section 2.

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C. Pay for Voluntary Attendance at Professional Development Activities. (In-Service). All certificated employees will receive a set hourly amount, set forth in Appendix A as the In-Service Rate, for attendance at professional development activities, except as otherwise specified in this Agreement. This rate does not apply to retreats not designated as voluntary professional days under Article 9, Section 2. For the successor contract, this rate will be used for all purposes where the 1996-2000 contract called for the in-service rate.

Differentiated Compensation Salary 2013-14

TA © 5/7/13  
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	Salary	Level
1	\$42,215	RE 1
2	\$45,782	RE 2
3	\$50,750	PE 1
4	\$54,390	PE 2
5	\$58,480	PE 3
6	\$63,178	PE 4
7	\$66,043	PE 5
8	\$68,372	PE 6
9	\$70,783	PE 7
10	\$72,921	S 1
11	\$74,940	S 2
12	\$76,826	S 3
13	\$78,566	S 4
14	\$80,148	S 5
15	\$81,760	S 6

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# Differentiated Compensation Salary 2014-15

	Salary	Level
1	\$42,215	RE 1
2	\$45,782	RE 2
3	\$50,750	PE 1
4	\$54,390	PE 2
5	\$58,480	PE 3
6	\$63,178	PE 4
7	\$66,043	PE 5
8	\$68,372	PE 6
9	\$70,783	PE 7
10	\$72,921	S 1
11	\$74,940	S 2
12	\$76,826	S 3
13	\$78,566	S 4
14	\$80,148	S 5
15	\$81,760	S 6

# Differentiated Compensation Salary 2015-16

	Salary	Level
1	\$42,637	RE 1
2	\$46,240	RE 2
3	\$51,258	PE 1
4	\$54,934	PE 2
5	\$59,065	PE 3
6	\$63,810	PE 4
7	\$66,703	PE 5
8	\$69,056	PE 6
9	\$71,491	PE 7
10	\$73,650	S 1
11	\$75,689	S 2
12	\$77,594	S 3
13	\$79,352	S 4
14	\$80,949	S 5
15	\$82,578	S 6

~~L. — Adjustments of school assignments should be made during the school year recognizing building seniority.~~

## **APPENDIX D**

### **INACTIVE CLASSIFICATIONS**

- 1) Community Center Directors
- 2) Community Center Instructors
- 3) Day-to-Day Building Substitutes
- 4) Dental Hygienists
- 5) Manpower Training Program Personnel
- 6) Classroom aides
- 7) Dental aides
- 8) Medical aides
- 9) Nurses' aides
- 10) Remedial Reading aides
- 11) Attendance aides
- 12) Home visitor aides
- 13) Camping aides
- 14) Instructional Technicians
- 15) Building Administrator's Aide
- 16) Day Care Technicians
- 17) Parent Technicians
- 18) School Staff Aide

TA ~~SLM~~  
4/23/13

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INL 4/23/13

## APPENDIX G

### Investment Schools

#### (Per Ohio Revised Code 3311.74)

The CEO shall identify which schools are in need of corrective action ("Investment Schools"). The CEO will also identify what corrective action is warranted at each school and when the corrective actions should be implemented (the "Corrective Plan").

The Corrective Plan will first be shared with the District level Corrective Action Team ("CAT") comprised of four representatives selected by the CEO and four representatives selected by the CTU President. Soon thereafter, the Corrective Plan will be announced to the staff at the Investment School(s).

Where appropriate, the CAT will seek input from the Academic Progress Team ("APT") (see Appendix V) for recommendations on implementation of the Corrective Plan. The CAT, within the timelines set by the CEO, shall collaborate with CATs from other unions where there are overlapping or mutual concerns, prior to making their recommendations to the CEO.

If the CEO disagrees with all or part of the recommendations of a CAT, or if a CAT fails to make timely recommendations on the implementation of all or part of the Corrective Plan, the CEO may implement the Corrective Plan in the manner in which the CEO determines to be in the best interest of the students, consistent with the timelines originally established.

The implementation of the Corrective Plan will be the responsibility of the APT at the Investment School. The CAT will be responsible for regularly monitoring the progress of the Corrective Plan at the Investment School(s) and will make recommendations to the CEO regarding "exit" strategies when the Investment School(s) has accomplished the goals addressed in the Corrective Plan.

The CEO and any CAT are not bound by the applicable provision of this Agreement in developing recommendations for and implementation of the Corrective Plan.

The Corrective Plan is not intended to be used as a cost savings measure; rather, it is intended to improve student performance at the Investment Schools.

### **SCHOOLS REQUIRING INTERVENTION**

~~School intervention in the District is intended to help ensure that the District goal of improving student achievement is attained. For a variety of reasons, schools may fail to demonstrate acceptable levels of performance. Intervention is intended to identify strategies and resources designed to improve performance. Should those strategies and resources fail to produce the desired outcomes, intervention provides a mechanism for reconstitution. Indications that a school requires intervention include, but are not limited to, the indicators listed under the provisions of No Child Left Behind (NCLB) to include the following: Student Achievement, Attendance, School Climate, and Student Discipline as delineated below.~~

## ACADEMIC INTERVENTION TEAM

The recommendation that a school is in need of intervention will be made by an Academic Intervention Team (AIT) consisting of four representatives selected by the CEO and four representatives selected by the CTU President. The District will inform the AIT of the resources available for intervention in troubled schools by July 1st of each school year. The Chief Academic Officer (CAO), in accord with the CEO, will provide the AIT a list of schools to be reviewed for possible intervention. In making its recommendation, the AIT will review all relevant district data, observations by administration, observations by the CTU, and other appropriate indicators of school performance, and recommend which schools merit intervention. The AIT may review for possible intervention schools not on the list provided by the CAO. The AIT will make its recommendations to the Chief Academic Officer (CAO) for each school reviewed along with a supporting rationale for each such recommendation, consistent with the resources available. The CAO, in accord with the CEO, will make the final determination of schools requiring intervention from the list of schools reviewed by the AIT.

## CRITERIA FOR INTERVENTION

The criteria for intervention include, but are not limited to:

- ❖ Designation of year 4, 5, or 6 of School Improvement Status.
- ❖ Student Achievement.

Clear academic (content) standards, detailing what every student is expected to know and demonstrate mastery of, are essential for a school to determine if they are fulfilling their mission of educating youngsters effectively. The District's accountability system is tied to students' achievement on Ohio's State Graduation or Achievement tests. A school's course of study must be tightly aligned with the learner outcomes measured by the state's graduation and achievement tests in order for students to demonstrate proficiency. Student achievement measures that indicate a school is in need of intervention are defined by the Ohio Department of Education through the NCLB School Improvement process.

- ❖ Attendance (Student/Staff).

Students are more likely to skip school if they feel unsafe or unmotivated. If students do not attend school they cannot learn. Student attendance is a necessary prerequisite for student achievement. High rates of staff absenteeism are also unacceptable. Continuity and stability in instruction are essential for students to learn. The causes of absenteeism, whether student or staff, are often elements of a school's operation that are under its control. Discipline problems, low expectations for students and staff and building safety issues often explain variance in student and staff attendance. Attendance measures that indicate a school in need of intervention would include either of the following:

- Student attendance target acquisition;



- ~~• Teacher attendance rate. (A teacher attendance rate would account for scheduled in-service training, and Family and Medical Leave Act days.)~~

#### ~~❖ School Climate (Staff Attrition).~~

~~In order to provide schools with data concerning their school climate, the District administers a survey that measures responses from staff, students, parents, and the greater community on seven attributes of effective schools. The Attributes of an Excellent School survey (AES) measures the degree to which a school possesses the following attributes:~~

- ~~• Positive school climate that is safe and orderly;~~
- ~~• Parent and community involvement;~~
- ~~• High expectations for staff and student performance;~~
- ~~• Frequent monitoring of student progress;~~
- ~~• Clearly defined mission;~~
- ~~• Continuous planning process;~~
- ~~• Shared leadership.~~

~~In addition to the attitudinal data gathered by the survey, other measures of school climate that would validate the results of the Attributes of an Excellent School survey and indicate a school with a school climate in need of intervention include:~~

- ~~• High rates of staff attrition through requests for transfer;~~
- ~~• Substantiated parental complaints.~~

#### ~~❖ Student Discipline.~~

~~The causes of disruptive behavior and school violence are often elements of a school's operation that are under its control. Meeting the needs of students and addressing their various learning styles is a school wide effort. Developing culturally rich programs, using a variety of resources, linking with social service agencies, reaching out effectively to parents and the community, applying consistent and appropriate consequences for student violations, and holding high expectations for student behavior are all strategies that can act as deterrents to disruptive behavior. Schools that are unable to create a safe and orderly educational environment are presumptively in need of intervention. Indicators of a school requiring intervention may include any of the following:~~

- ~~• High levels of disruption and student discipline problems;~~
- ~~• High rates of staff attrition through requests for transfer;~~

- ~~a) Substantiated parental complaints.~~

### **ACADEMIC INTERVENTION PROCESS**

~~The Academic Intervention Team will assess those schools it has identified as most meriting intervention, and will recommend the method and scope of intervention within the parameters of the District's resources as allocated for that purpose. The District will provide those resources. After the school's Core Planning Team has met with the Academic Intervention Team, a detailed analysis of proficiency, attendance, and school climate results for the school year will be conducted. Following this analysis, which should point out changes from previous results and building strengths and weaknesses, a recommendation will be made as to whether the school's current Academic Achievement Plan (AAP) will address the school's need for intervention. If the current plan appears sufficient to meet the school's needs, the Academic Intervention Team will commit to specified support roles in assisting the school's implementation of the plan. If the current Academic Achievement Plan is not deemed sufficient to address the school's need for intervention, a plan of action will be created to supplement the strategies already agreed upon in the school's Academic Achievement Plan. The plan of action will outline any changes in the school's Academic Achievement Plan and will specify the Intervention Team's responsibilities in assisting the school's implementation of the revised plan. The plan of action will be created jointly by the school's Core Planning Team and the Intervention Team. Approval by 70 percent of the school's staff is necessary for any proposed modifications to the AAP. Failure of a school staff to approve the proposed modifications to the AAP will not relieve that school of the expectation for improved performance and such failure to improve performance shall result in reconstitution. Academic intervention steps that may be taken in working with a school shall include, but are not limited to, any of the following:~~

- ~~a) Allocation of more academic, financial, and/or other resources;~~
- ~~b) Reduced ratio of pupils to certificated classroom teachers;~~
- ~~c) Amendment of the school's Academic Achievement Plan with a plan of action;~~
- ~~d) Mandatory professional development as determined by the Academic Intervention Team.~~

### **ACADEMIC INTERVENTION OUTCOMES**

~~The Academic Intervention Team will recommend, no earlier than June 1st and no later than July 1st of the intervention year, that one of three outcomes will occur:~~

- ~~e) The school has demonstrated improvement by valid statistical data and can move forward with implementation of their AAP. They no longer require intervention.~~
- ~~e) The school has not demonstrated improvement by valid statistical data sufficient to move them out of Academic Intervention status, but that the school is on the right track and should be allowed to continue their school improvement efforts and continue to receive support. Professional development opportunities become mandatory for all CTU bargaining unit members.~~

- ~~o The school has not demonstrated improvement and should be reconstituted.~~

## **RECONSTITUTION**

~~The decision of the Chief Academic Officer, in accord with the CEO, to reconstitute a school will be made no earlier than June 1st of each school year, and no later than July 1st. No such decision shall be unreasonable, arbitrary or discriminatory.~~

- ~~1) In lieu of the transfer provisions of the Collective Bargaining Agreement, the following steps shall be taken:
  - ~~a) Each affected certificated CTU bargaining unit member shall be notified no later than July 1st that his/her school has been reconstituted. Included in the notification will be a list of open positions in all schools. Transfers will be made according to the necessary transfer list.~~
  - ~~b) All CTU bargaining unit members and administrators will be cleared from the school. After three years, CTU bargaining unit members may utilize the voluntary transfer process to apply for any open positions in the reconstituted schools.~~
  - ~~c) Human Resources shall fill open positions in order of seniority, as per necessary transfer.~~~~
- ~~2) There shall be no reprisals of staff members from reconstituted schools.~~
- ~~3) A new Principal will be appointed, and that Principal, parents from the school's SPO, and a CTU representative, will re-staff the school through an interview process.~~
- ~~4) The first year a newly reconstituted school operates, it retains all the intervention support services of the previous year.~~
- ~~5) The newly reconstituted school will reopen with a research based model. Teachers will be provided necessary training and support in order to implement the model.~~
- ~~6) Communication of the school's status and new direction to parents and students will be made a priority in order to alleviate concerns, confusion, and possible misconceptions.~~

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## APPENDIX J

### START/END TIMES

Unless modified by this Collective Bargaining Agreement or by future joint agreement of CMSD and CTU, any modification in the 2006/07 starting and ending times for individual schools as provided below will remain unchanged for the 2007/08 and subsequent school years.

Location-Name	Total Hr.	Teacher Report TIME	Instructional Time Begins	END-TIME
A. G. BELL @ SKYLINE-OPTION COMPLEX	6 hr. 40 min.	7:50	8:00	2:30
ADLAIE STEVENSON	6 hr. 40 min.	9:20	9:30	4:00
ALBERT B. HART	6 hr. 40 min.	7:50	8:00	2:30
ALMIRA	6 hr. 40 min.	9:20	9:30	4:00
ANDREW J. RICKOFF	6 hr. 40 min.	7:50	8:00	2:30
ANTON GRDINA	6 hr. 40 min.	7:50	8:00	2:30
ARTEMUS WARD @ HALLE	6 hr. 40 min.	9:20	9:30	4:00
AUDUBON	6 hr. 40 min.	7:50	8:00	2:30
BENJAMIN FRANKLIN	6 hr. 40 min.	7:50	8:00	2:30
BOLTON	6 hr. 40 min.	9:20	9:30	4:00
BOYS ACADEMIES	7 hr. 40 min.	7:50	8:00	3:30
BROOKLAWN	6 hr. 40 min.	9:20	9:30	4:00
BUCKEYE WOODLAND	6 hr. 40 min.	9:20	9:30	4:00
BUHRER	6 hr. 40 min.	9:20	9:30	4:00
CAPTAIN ARTHUR ROTH	6 hr. 40 min.	7:50	8:00	2:30
CARL F SHULER	6 hr. 40 min.	7:50	8:00	2:30
CASE	6 hr. 40 min.	7:50	8:00	2:30
CENTRAL/CARL & LOUIS STOKES	6 hr. 40 min.	7:50	8:00	2:30
CHARLES A. MOONEY	6 hr. 40 min.	7:50	8:00	2:30
CHARLES DICKENS	6 hr. 40 min.	9:20	9:30	4:00
CHARLES H. LAKE @ LOUIS PASTEUR	6 hr. 40 min.	9:20	9:30	4:00
CHARLES W. ELIOT	6 hr. 40 min.	7:50	8:00	2:30
CLARA E WESTROPP	6 hr. 40 min.	7:50	8:00	2:30
CLARK	6 hr. 40 min.	9:20	9:30	4:00
CLEVELAND SCHOOL OF ARTS	6 hr. 40 min.	7:50	8:00	2:30
COLLINWOOD	6 hr. 40 min.	7:50	8:00	2:30
DANIEL E. MORGAN	6 hr. 40 min.	7:50	8:00	2:30
DENISON	6 hr. 40 min.	9:20	9:30	4:00
DIKE	6 hr. 40 min.	9:20	9:30	4:00
DOWNTOWN EDUCATION CENTER	6 hr. 40 min.	7:50	8:00	2:30
E. DESAUZE CONTEMPORARY ACADEMY	6 hr. 40 min.	9:20	9:30	4:00
EARLY CHILDHOOD CENTER	6 hr. 30 min.	9:20	9:30	3:50
EAST CLARK @ MARGARET SPELLACY	6 hr. 40 min.	7:50	8:00	2:30
EAST HIGH	6 hr. 40 min.	7:50	8:00	2:30
EAST TECH	6 hr. 40 min.	7:50	8:00	2:30
EMPIRE COMPUTECH	6 hr. 40 min.	9:20	9:30	4:00
FOREST HILL PARKWAY	6 hr. 40 min.	9:20	9:30	4:00
FRANKLIN D. ROOSEVELT	6 hr. 40 min.	7:50	8:00	2:30
FULLERTON	6 hr. 40 min.	9:20	9:30	4:00
FUNDMNTL EDUC CTR ROCKEFELLER	6 hr. 40 min.	9:20	9:30	4:00
GARRETT MORGAN SCHOOL OF SCI	6 hr. 40 min.	7:50	8:00	2:30

GENESIS HIGH SCHOOL	6 hr. 40 min.	7:50	8:00	2:30
GEORGE WASHINGTON-CARVER	6 hr. 40 min.	7:50	8:00	2:30
GIDDINGS	6 hr. 40 min.	9:20	9:30	4:00
GINN ACADEMY	6 hr. 40 min.	7:35	7:45	2:15
GIRLS ACADEMIES	6 hr. 40 min.	7:50	8:00	2:30
GLENVILLE	6 hr. 40 min.	7:50	8:00	2:30
GRACEMOUNT	6 hr. 40 min.	7:50	8:00	2:30
H. BARBARA BOOKER	6 hr. 40 min.	9:20	9:30	4:00
HANNAH GIBBONS—NOTTINGHAM	6 hr. 40 min.	9:20	9:30	4:00
HARRY L. EASTMAN	6 hr. 40 min.	7:50	8:00	2:30
HARVEY RICE @ JESSE OWENS (SKYLINE)	6 hr. 40 min.	7:50	8:00	2:30
HENRY LONGFELLOW	6 hr. 40 min.	9:20	9:30	4:00
HIGH TECH ACADEMY	N/A	12:00	N/A	2:00
IOWA MAPLE	6 hr. 40 min.	9:20	9:30	4:00
JAMES F. RHODES	6 hr. 40 min.	7:50	8:00	2:30
JANE ADDAMS	6 hr. 40 min.	7:50	8:00	2:30
JOHN ADAMS HIGH	6 hr. 40 min.	7:50	8:00	2:30
JOHN F. KENNEDY	6 hr. 40 min.	7:50	8:00	2:30
JOHN HAY	7 hr. 35 min.	7:50	8:00	3:25
JOHN MARSHALL	6 hr. 40 min.	7:50	8:00	2:30
JOHN W. RAPER	6 hr. 40 min.	7:50	8:00	2:30
JOSEPH LANDIS	6 hr. 40 min.	7:50	8:00	2:30
JOSEPH M. GALLAGHER	6 hr. 40 min.	7:50	8:00	2:30
LINCOLN WEST	6 hr. 40 min.	7:50	8:00	2:30
LOUIS AGASSIZ	6 hr. 40 min.	9:20	9:30	4:00
LOUISA M. ALCOTT	6 hr. 30 min.	9:20	9:30	3:50
LUIS MUNOZ MARIN MIDDLE SCHOOL	6 hr. 40 min.	7:50	8:00	2:30
M. L. K./HEALTH CAREERS	6 hr. 40 min.	7:50	8:00	2:30
MARION CHAMPLIN SELTZER	6 hr. 40 min.	9:20	9:30	4:00
MARION STERLING	6 hr. 40 min.	7:50	8:00	2:30
MARY B. MARTIN	6 hr. 40 min.	7:50	8:00	2:30
MARY M. BETHUNE	6 hr. 40 min.	7:50	8:00	2:30
MAX S. HAYES	6 hr. 40 min.	7:50	8:00	2:30
MCKINLEY	6 hr. 40 min.	9:20	9:30	4:00
MEMORIAL	6 hr. 40 min.	7:50	8:00	2:30
MICHAEL R. WHITE	6 hr. 40 min.	9:20	9:30	4:00
MILES	6 hr. 40 min.	9:20	9:30	4:00
MILES PARK	6 hr. 40 min.	7:50	8:00	2:30
MOUND	6 hr. 40 min.	7:50	8:00	2:30
NATHAN HALE	6 hr. 40 min.	7:50	8:00	2:30
NEWTON D. BAKER	6 hr. 40 min.	9:20	9:30	4:00
O. H. PERRY	6 hr. 40 min.	7:50	8:00	2:30
OPTION COMPLEX @ MARGARET IRELAND	6 hr. 40 min.	7:50	8:00	2:30
ORCHARD	6 hr. 40 min.	9:20	9:30	4:00
PATRICK HENRY	6 hr. 40 min.	7:50	8:00	2:30
PAUL L. DUNBAR	6 hr. 40 min.	9:20	9:30	4:00
PAUL REVERE	6 hr. 40 min.	7:50	8:00	2:30
ROBERT H. JAMISON	6 hr. 40 min.	9:20	9:30	4:00
RIVERSIDE	6 hr. 40 min.	9:20	9:30	4:00
ROBERT FULTON	6 hr. 40 min.	9:20	9:30	4:00
ROBINSON G. JONES @ NATHANIEL				
HAWTHORNE	6 hr. 40 min.	9:20	9:30	4:00
SCRANTON	6 hr. 40 min.	7:50	8:00	2:30
SOUTH HIGH	6 hr. 40 min.	7:50	8:00	2:30

SUCCESSTECH	6 hr. 40 min.	7:50	8:00	2:30
SUNBEAM @ SKYLINE OPTION COMPLEX	6 hr. 40 min.	9:20	9:30	4:00
TREMONT	6 hr. 40 min.	9:20	9:30	4:00
UNION	6 hr. 40 min.	7:50	8:00	2:30
WADE PARK @ HARRY E. DAVIS	6 hr. 40 min.	7:50	8:00	2:30
WALTON	6 hr. 40 min.	9:20	9:30	4:00
WATTERSON LAKE	6 hr. 40 min.	9:20	9:30	4:00
WAVERLY	6 hr. 40 min.	9:20	9:30	4:00
WHITNEY YOUNG	6 hr. 40 min.	7:50	8:00	2:30
WILBUR WRIGHT	6 hr. 40 min.	7:50	8:00	2:30
WILLOW	6 hr. 40 min.	7:50	8:00	2:30
WILLIAM C. BRYANT	6 hr. 40 min.	9:20	9:30	4:00
WOODLAND HILLS	6 hr. 40 min.	9:20	9:30	4:00

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## APPENDIX K

### HIGH SCHOOL SCHEDULING

Beginning with the 2007/08 school year, the schedule of the instructional day as defined by CMSD and CTU will be modified traditional with block throughout all district schools that have one or more of the following grades: 9, 10, 11, and 12.

#### UNIQUE FEATURES:

1. — For freshmen and sophomores, English, math, and science are double periods. Students remain with the same teacher for both periods without a break between periods.
2. — Unless double periods for 9<sup>th</sup> or 10<sup>th</sup> grade, English, math, and social studies periods are forty (40) minutes.
3. — Mods are twenty (20) minutes. Teachers have an additional twenty (20) minutes of unassigned time due to an odd number of Mods.
4. — Passing time is four (4) minutes.
5. — All one unit classes and electives are a full year.

### SAMPLE MODIFIED TRADITIONAL W/ BLOCK SCHEDULE

#### TYPICAL FRESHMAN SCHEDULE

Period One	1.0 UNIT	English I	8:00-8:40
Period Two	1.0 UNIT	Freshman Seminar	8:44-9:24
Home Room			9:28-9:43
Period Three	1.0 UNIT	Math Integrated One	9:47-10:27
Period Four	1.0 UNIT	Math Transition	10:31-11:11
Mod 5		Lunch	11:15-11:35
Mod 6	.25 UNIT	Physical Science	11:39-11:55
Mod 7	.25 UNIT	Physical Science	11:59-12:19
Mod 8	.25 UNIT	Physical Science	12:23-12:39
Mod 9	.25 UNIT	Physical Science	12:43-1:03
Period 10	1.0 UNIT	Elective	11:07-1:47
Period 11	1.0 UNIT	Social Studies	1:50-2:30

## ~~SAMPLE JUNIOR/SENIOR SCHEDULE~~

### ~~TYPICAL JUNIOR/SENIOR SCHEDULE~~

~~Period One                      1.0 UNIT      Science 8:00-9:24  
8:00-8:40~~

~~Period Two                      1.0 UNIT      (Science is 1.0 Unit.)  
8:44-9:24~~

~~Home Room                                      9:28-9:43  
9:28-9:43~~

~~Period Three                      1.0 UNIT      English 9:47-10:27  
9:47-10:27~~

~~Period Four                      1.0 UNIT      Senior Seminar/Health/Elective 10:31-  
10:31-11:11                                      11:11~~

~~Mod 5-                                      .25 UNIT      Math 11:15-11:55  
11:15-11:35~~

~~Mod 6                                      .25 UNIT  
11:39-11:55~~

~~Mod 7                                      .25 UNIT      Elective 11:59-12:39  
11:59-12:19~~

~~Mod 8                                      .25 UNIT  
12:23-12:39~~

~~Mod 9    Lunch 12:43-1:03  
12:43-1:03~~

~~Period 10                                      1.0 UNIT      Social Studies 1:07-1:47  
1:07-1:47~~

~~Period 11                                      1.0 UNIT      Elective 1:50-2:30  
1:50-2:30~~



TA JCA 5/7/13  
5/7/13 DD 5/7/13  
SIA 5/7/11

## APPENDIX O

### ELIMINATING ACADEMIC DISPARITY

By the conclusion of the 2007-2010 Collective Bargaining Agreement, the current academic disparity between Cleveland Metropolitan School District students and the State of Ohio, as measured by the average of the Third Grade Ohio Achievement Test in reading and in mathematics, will be eliminated. Achievement of this goal will insure that CMSD students have the foundation to be academically successful throughout their elementary and secondary school experience and the ability to move into any post-secondary career or academic program they choose.

A central component of this academic initiative will be the capping of class size in grades kindergarten through three at twenty students to one teacher. This action will allow for increased instructional focus and the ability to offer necessary differentiated instruction.

Combined with this capped class size will be research-based and continuing professional development for these primary grade teachers.

Finally, CMSD and Cleveland Teachers Union will explore other instructional options such as a flexible school day and school year for those students who need these services.

## APPENDIX T

[All other charts and coverages to remain the same and updated.]

### Dental Benefit Summary MetLife Insurance

Description	Basic		Enhanced	
<b>Deductible</b>	\$ 25 Individual / \$ 50 Family		\$ 25 Individual / \$ 50 Family	
<b>Calendar Year Maximum</b>	\$1,500 per person		\$ <del>1,000</del> 2,000 per person	
	<b>In-Network</b>	<b>Out-of-Network</b>	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Preventative</b> Oral Examinations – 2 per year Prophylaxis (cleanings) – 2 per year Topical Fluoride Applications – to age 14 annually Bitewing X-rays – 2-1 per year Full Mouth X-rays – once every 36-60 months Space Maintainers for children under 14	80-100% of PDP Fee*	80-100% of R&C Fee**	80-100% of PDP Fee*	80-100% of R&C Fee**
<b>Basic Simple</b> Fillings, Simple Extractions, Endodontics, Oral Surgery, Periodontics, General Anesthesia, Consultations	80% of PDP Fee*	80% of R&C Fee**	80% of PDP Fee*	80% of R&C Fee**
<b>Advanced</b> Endodontics, Oral Surgery, Periodontics, General Anesthesia, Consultations	20% of PDP Fee*	20% of R&C Fee**	80% of PDP Fee*	80% of R&C Fee**
<b>Major</b> Bridges and Dentures – once every 5 years Inlays, Onlays & Crowns – once every 5 years Prosthetics (Fixed) – once every 5 years	20% of PDP Fee*	20% of R&C Fee**	80-60% of PDP Fee*	80-60% of R&C Fee**

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Crown Build-ups Veneers, Harmful Habit Appliance, Crown, Denture & Bridge Repair				
<b>Orthodontics – Child Only</b> Dependents covered until age 19	20 % of PDP Fee*	20% of R&C Fee**	<del>80</del> 50% of PDP Fee*	<del>80</del> 50% of R&C Fee**
<b>Orthodontia Lifetime Maximum</b>	\$1,500 per person	\$ 1,500 per person	<del>\$1,000</del> 2,000 per person	<del>\$1,000</del> 2,000 per person
* PDP Fee refers to the negotiated fees that participating PDP dentists have agreed to accept as payment in full. ** Reasonable and Customary charge is based on the lesser: (1) the dentist's actual charge (2) the dentist's actual charge for the same or similar services or (3) the usual charge of most dentists in the same geographical area for the same or similar service as determined by MetLife.				

This chart is a broad summary of the dental benefits provisions. Other plan provisions and limitations may apply. If there is a discrepancy between the plan document and this bulletin, the plan document will prevail.

**YOU DO NOT NEED TO PRESENT AN ID CARD TO PROVE COVERAGE OR  
CONFIRM YOU ARE ELIGIBLE. YOUR DENTIST CAN EASILY VERIFY  
ELIGIBILITY AND PLAN INFORMATION VIA PHONE OR ONLINE WITH  
METLIFE DENTAL.**

TA & CA 5/7/13  
D2 5/7/13  
ENR 5/7/13

TA 5/7/13

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**ARTICLE \_\_\_\_\_**  
**CERTIFICATION/LICENSURE REQUIREMENTS, TEACHER EVALUATION AND  
PROCEDURE FOR NON-REAPPOINTMENT OF TEACHERS**

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**Section 1. — Certification/Licensure Requirements Professional Development**

A. — ~~If any changes in certification/licensure requirements for any position are to be implemented, the District shall notify the Union of the reasons such changes are necessary and shall also notify employees in advance before such changes are implemented.~~ [moved to contracts Article 8]

B. — ~~For certification/licensure, professional development shall be by state standards only. However, and notwithstanding any other provision of this Agreement, reasonable additional mandatory professional development, payable at the in-service rate, may be required for teachers who have received a “substandard” year-end Principal’s Composite Evaluation. A are on a professional improvement plan (see Appendix \_\_\_\_\_) will be mutually designed between the individual and the Principal and any resulting professional development shall be paid at the in-service rate.~~

C. — ~~The District will monitor individual certification/licensure requirements, send timely notice to individuals specifying what they must do to renew their certificates/licenses and provide reasonable and courteous assistance to individuals doing so. Individuals may also monitor their certification / licensure information via the Great TeachersLeaders portal.~~ [moved to contracts Article 8]

D. — ~~Certification/licensure applications shall be processed on at least a monthly basis.~~ [moved to contracts Article 8]

**Section 12. Teacher Evaluation Policy and Procedure Teacher Development & Evaluation System (TDES)**

A. The purpose of evaluation is to improve and/or recognize effective instruction.

B. 1. One result of the 2010 negotiations was an MOU (see Appendix \_\_\_\_\_) that outlined the formation of a Steering Committee to design a new system of Teacher Development and Evaluation for CMSD. “The District, (CMSD) and the Union, (CTU) agree that an effective Teacher Development and Evaluation System (TDES) must encompass teacher performance, growth and development and enhance student learning. This can only occur in an atmosphere of trust that promotes collaborative dialogue and enhanced professional practice of all educators in our schools and district.” With the support of The American Federation of Teachers, (AFT), CMSD and CTU partnered with the Charlotte Danielson Group of Consultants to develop a new system of development and evaluation for all CTU bargaining unit members; that was grounded in the research-based, “Framework for Teaching.” Danielson states, “An effective system of teacher evaluation accomplishes two things: it ensures quality teaching and it promotes professional learning.” The MOU delineates that, “this new model of teacher development and evaluation will include multiple measures of teacher performance and student learning.”

2. The TDES Decision Cluster document guides the implementation of the TDES system. The TDES Steering Committee may mutually adapt this document as needed.

C. According to ORC 3311.80 and 3319.112, all teachers will receive an Effectiveness Rating each year. 50% of the Effectiveness Rating shall be comprised of multiple measures of student achievement as described in C(1) below and 50% shall reflect the performance as in the observation/evaluation process (i.e. the Teacher Performance Calculation, outlined below). The Effectiveness Rating will be determined at the end of the school year and will be reported to the Ohio Department of Education.

1. Pursuant to ORC 3319.112, three forms of data (teacher-level value-added data, state approved vendor assessment data, and district developed measures which may include student learning objectives) may inform the teacher measure of student achievement. Determining the teacher's 50% measure of student achievement for evaluation purpose shall be calculated in the following manner:

a. Where teacher-level value-added data is available, the teacher's 50% measure of student growth will be 35-% value-added and 15-% student learning objectives (SLOs).

b. Where teacher-level value-added data is unavailable, the teacher's 50% measure of student growth shall be 35-% vendor assessment and 15-% student learning objectives (SLOs).

c. Where no teacher-level value-added data or vendor assessment data is available, the teacher's 50% measure of student growth shall be student learning objectives (SLOs).

d. Certificated/licensed bargaining unit members without directly attributable teacher-level data shall be exempt from the 50% measure of student growth until such time as the related service provider ("RSP") evaluation system is implemented pursuant to Paragraph J of this section. finalized.

Beginning with the 2014-15 school year, the percentages attributed to measures of student growth will be revisited annually and may be jointly revised to reflect the lessons learned, data collected, and changes in the ODE assessment tools and practices with a commitment to making adjustments to the percentages of multiple student growth measures which are most validly and reliably attributable to teacher performance and are based upon the most valid and reliable multiple student growth measures.

D. Effectiveness ratings are reported to the Ohio Department of Education according to ORC 3319.112. The other documentation of observation events are kept in the employee's file and are used to determine areas of strengths, weaknesses, and areas in need of improvement. Observation events will drive the development of a teacher's professional growth plan (PGP) or professional improvement plan (PIP).

A teacher receiving an effectiveness rating of "Accomplished" will be evaluated every two years. The biennial evaluation will be completed in accordance with the above timelines during the evaluation year.

E. All TDES processes and documentation will be completed through the Great Teachers Great Leaders electronic system. No other forms for evaluations shall be used.

F. Pursuant to ORC 3311.80 and Board Policy 2013-3030(B), all evaluators must be credentialed. A list of credentialed evaluators will be forwarded to the CTU President and updated as made available.

G. Appeals process – Following the first formal announced observation event and any subsequent event, a teacher may request the intervention and/or support of the Academic Superintendent within ten (10) working days. The Academic Superintendent will review the evidence regarding the events to date, and may take one or more of the following actions:

1. Co-evaluate the next event or events;
2. Assign a new evaluator to conduct a new evaluation to replace the prior event(s);
3. Uphold the evidence of the event;
4. Provide intervention, including more training, for the evaluator.

The Academic Superintendent shall submit an electronic record of the request, his/her response, and the outcome of the appeal within ten (10) working days.

The teacher may appeal the Academic Superintendent's response to the TDES Steering Committee co-chairs within ten (10) working days. The TDES Steering Committee co-chairs will respond within ten (10) working days.

H. The evaluator and teacher have a shared responsibility to ensure the teacher is evaluated consistent with this Article. The academic superintendents will review evaluation data for their assigned schools and will report incomplete evaluations to the CEO, the CTU President and to the building principals on a monthly basis. In addition, any teacher who is concerned about the timely completion of the evaluation procedure may, at any time, notify the TDES Steering Committee co-chairs in writing. Any incomplete evaluations will be referred to the TDES Steering Committee co-chairs for resolution which could include a compressed evaluation schedule. If a compressed evaluation schedule is not possible, the teacher will be assigned the higher of his/her rolling average of the last three (3) years composite evaluations rankings for the Teacher Performance Data (rounded to nearest whole) or the last year's evaluation ranking for the Teacher Performance Data. If that data is not available, a default performance ranking of "Developing" shall be assigned for the year where data does not exist for the Teacher Performance Data and where there is no documented communication initiated by the teacher with the TDES Steering Committee co-chairs to timely remedy the lack of any evaluation event under this Article. Where the teacher has initiated, in writing, communications with the their evaluator, and if the concern persists, in writing with the TDES

Steering Committee co-chairs advising that an event has not been completed in a timely manner in accordance with this Article, and where there is no Teacher Performance Data available, a default performance ranking of "Proficient" shall be assigned for that year.- This ranking will be combined with the student growth measures for the year to establish the Effectiveness Rating.

The timelines and/or procedures in this Article may be modified with the agreement of the TDES Steering Committee co-chairs for resolution to accommodate the evaluation of a teacher with missing evaluation data.

Where the teacher does not have student growth data (e.g. returning from a leave of absence), the default will be the higher of his/her rolling average of the last three (3) years of student growth data (rounded to nearest whole) or the last year's student growth data. In the event the student growth measures do not exist, the TDES Steering Committee will address the situation.

I. Beginning with the 2013-2014 school year, the TDES Steering Committee-2.0 (see Appendix ) will convene monthly to monitor the implementation of TDES, including data collection and outcomes, communications, appeals, training, and any other aspect requiring review. The Steering Committee will regularly report to the CEO and the President of the CTU.

J. The TDES Steering Committee will establish an *ad hoc* committee to implement a related service provider development and evaluation system composed of an equal number of CTU members and administrators appointed by the TDES Steering Committee Co-Chairs. The TDES Steering Committee will set a timeline for this committee to develop an evaluation system for related service providers commensurate to the TDES system that will include both announced and unannounced observations, walkthroughs and multiple measures of student growth that reflect the professional work of the related service providers. The development of this system will be completed and implemented by the 2014-2015 school year with the understanding this timeline coincides with Articles 19, Layoffs and Recalls for Teachers, and 30, Wages and Benefits. The CEO and CTU President have the authority to mutually agree to extend the timeline for implementation and transition-.

K. The TDES Steering Committee will establish procedures for evaluating "teachers on assignment".

### **Section 3. TDES TIMELINES/PROCEDURES**

A. Prior to their first evaluation event, teachers new to CMSD will receive a minimum of six (6) hours of training (Introduction to Framework for Teaching). A minimum of six (6) additional professional development hours will be provided at the building and/or District level, which may include an Introduction to the TDES Process.

B. No evaluation or conference will be scheduled on the last day of the semester unless unusual conditions exist.

C. Beginning with the 2013-2014 school year, each teacher (without regard to continuing or limited contract status), will undergo five (5) formal observation 'events' consisting of three classroom walk-throughs and two formal classroom observations. One formal observation will be announced and one formal observation will be unannounced. A fourth walk-through may be requested by either the teacher or the evaluator. However, the fourth walk-through is optional and must be agreed upon by both the teacher and the evaluator. The process concludes with a final composite evaluation that reflects the final effectiveness rating.

1. One walk-through and the formal announced observation will occur during the first semester. Two walk-throughs and the formal unannounced observation will occur during the second semester. (See App. \_\_\_\_).
2. A walk-through is a short classroom visit of five (5) to fifteen (15) minutes. Following the walk-through, written feedback will be provided. The teacher may add additional evidence. The teacher may request a follow-up conversation if he/she feels it is necessary. However, the teacher is not required to respond to a walkthrough and a follow-up conversation is not mandatory.
3. A formal announced observation includes a pre-conference, formal observation, and post-conference. The formal, announced observation will occur within a ten (10) day cycle. Throughout the process, the evaluator will collaborate with the teacher to establish the time for the pre-conference, observation, and post-conference.
  - The ten (10) day window begins when the evaluator and the teacher meet for the pre-conference.
  - Once the pre-conference has been scheduled, the teacher will create and upload the lesson plan.
  - The evaluator will review the lesson plan prior to the pre-conference. The evaluator can also request further details or make suggestions prior to or during the pre-conference.
  - The observation will be a minimum of thirty (30) minutes.
  - The evaluator will document evidence during the observation.



- At the conclusion of the observation, the teacher will receive electronic notification that the evidence is complete and has been submitted.
  - The teacher will review the evidence and may add additional evidence to create a richer and fuller record of the lesson.
  - The teacher will submit a self-evaluation of the lesson. The evaluator will then mark areas of agreement with the self-evaluation.
  - The teacher and evaluator will meet for a post-conference to discuss any discrepancies in the self-evaluation and the observation evidence. The post-conference will also capture evidence of the off-stage elements.
4. A formal unannounced observation does not include notification of the observation, the TDES lesson plan, nor a pre-conference. The formal unannounced observation will occur within a ten (10) day cycle.
- The evaluator conducts an unannounced observation.
  - The observation will be a minimum of thirty (30) minutes.
  - The evaluator will document evidence during the observation.
  - At the conclusion of the observation, the teacher will receive electronic notification that the evidence is complete and has been submitted.
  - The teacher will review the evidence and may add additional evidence to create a richer and fuller record of the lesson.
  - The teacher will submit a self-evaluation of the lesson. The evaluator will then mark areas of agreement with the self-evaluation.
  - The teacher and evaluator will meet for a post-conference to discuss any discrepancies in the self-evaluation and the observation evidence. The post-conference will also capture evidence of the off-stage elements.
5. Each year, teachers will receive a Teacher Performance Calculation based on the preponderance of the evidence presented from the five (5) formal observation 'events' reflecting a level of attainment and sustainment of teacher performance. ~~reflecting a level of attainment and sustainment of teacher performance.~~ If a person has a "tie" between proficient and

accomplished, the related power components will be a "tie-breaker". "Power Components" are the foundational skills listed as components in Domains I, II, III and IV that are considered to be fundamental to teaching. The overall "Accomplished" rating is reserved for those teachers who do not have any (a) "Ineffective" component ratings within the composite or (b) "Developing" component ratings within the composite.

D. Beginning with the 2013-2014 school year, all other bargaining unit members (e.g. guidance counselors, school psychologists, paraprofessionals, and other related service providers) (without regard to contract status), will undergo two (2) formal observation 'events.'

1. During the first semester, the professional will collect evidence of Domains 1 and 4, which report and describe his/her regular practice.
  - The evaluator will notify the professional of the date evidence must be submitted and the date of the evaluation conference.
  - Following the evidence submission, the professional self-evaluates on the appropriate rubric and submits the self-evaluation.
  - The evaluator reviews the evidence and the self-evaluation and marks the areas of agreement. The evaluator may add additional evidence or request additional information.

The evaluator will meet with the professional for a conference. At the conference, the evaluator and the professional shall discuss any discrepancies in the self-evaluation and the evidence submitted.

2. During the second semester, the professional will collect evidence of Domains 2 and 3, and the above process will be followed.
3. At the end of each year, following the second observation event, the evaluator will schedule a composite conference.
  - The professional will submit a summative self-evaluation rating document.
  - The evaluator will review the summative rating document and mark areas of agreement.
  - During the composite conference, the evaluator and the professional will discuss discrepancies. The professional may bring additional evidence to the composite conference.
  - The evaluator will create a Professional Development Plan to facilitate growth or improvement for the following school year.
4. The evaluator will create a final composite evaluation no later than June 1<sup>st</sup>.

A. ~~—— The purpose of evaluation is to improve and/or recognize effective instruction.  
[Moved to Section 2A above.]~~

~~1. Teachers on limited contract may be evaluated no more than once per semester,  
except as stipulated below.~~

~~2. Teachers on continuing contract may be evaluated no more than once per year,  
except as stipulated below.~~

~~—— If the evaluation is unsatisfactory, the teacher may be subject to further visits and  
evaluations. Any teacher may request additional evaluations at any time and the appropriate  
administrator shall comply within ten (10) working days.~~

~~—— B. The "Principal's Composite Evaluation" form shall be signed by the indicating that a  
conference was held; the teacher has seen but not necessarily agreed with the evaluation; and that  
a copy of the form has been given to the teacher. This assessment instrument may be replaced  
during the term of this Agreement by a revised assessment instrument developed by written  
mutual agreement of the CTU and the District. Recommendations may be made by a committee  
comprised of five (5) District administrators and five (5) individuals selected by the CTU.~~

~~—— C. When a teacher is visited by a Principal or District personnel who are allowed to  
evaluate under House Bill 330 or who hold current teacher supervisory certification/licensure  
from a state other than Ohio, and who are working toward supervisory certification/licensure in  
Ohio, and who are designated by the Chief Academic Officer for the purpose of evaluation, an  
"Individual Visit Evaluation" form shall be completed, and a copy provided to the teacher and  
school Principal.~~

~~—— D. Department Heads and Supervisors/Curriculum Specialists will be assistance and  
support resource people for Principals or teachers but will not engage in the formal process of  
evaluating teaching personnel. Such personnel will provide assistance and support including, but  
not limited to, observation, demonstration lessons and feedback. This paragraph does not apply  
to administrators who are certified and/or employed to supervise school psychologists, nurses, or  
adult education teachers.~~

~~E. No other forms for evaluations shall be used. [Moved to Section 2 E above.]~~

~~F. A pre-evaluation conference will be held before formal evaluation at least two (2)  
working days prior to evaluation. Post evaluation conferences will be held within ten (10)  
working days after the evaluation and with at least two (2) working days' notice. Composite  
evaluation conferences shall be scheduled with at least two (2) days' notice and shall not,  
unless unusual conditions exist, take place on the last day of the school year (*Appendix M*).~~

~~G. No evaluation or conference will be scheduled on the last day of the semester unless  
unusual conditions exist. [Moved to Section 3B above.] The evaluation conference schedule  
shall be provided to teachers at least two (2) weeks before the end of the school year.~~

#### **Section 4. Professional Growth and Improvement Plans.**

Beginning with the 2014-2015 school year, pursuant to ODE's evaluation framework under ORC 3319.112, all teachers and other professionals will either be on a Professional Growth Plan (PGP) or a Professional Improvement Plan (PIP). A rating of Ineffective in one or more of the power components may trigger interventions to assist teacher development of improved practice. For CMSD classroom teachers, the nine (9) power components have been identified as: 1c.e, 2b,c,d, 3c,d and 4b.c. (See Appendix Decision Cluster 6.)

#### **Section 4. Local Professional Development Committee**

~~For meetings of the Local Professional Development Committee (LPDC) held outside the regular school day, bargaining unit members shall be compensated at the Professional Development (In-Service Instructor) rate. [Moved to Article 8]~~

#### **Section 5. Mentoring**

With the agreement of the CEO and the CTU President, implementation of this section will be phased in beginning as early as possible in the ~~2000-01~~ 2013-2014 school year.

A. ~~Teachers, active or retired,~~ will be selected by the ~~Principal and UCCPAR Governing Board (in consultation with the Principal and the UCC)~~ with written mutual agreement to work with their new colleagues in a mentoring capacity during the course of the school year. These mentors will receive Resident Educator or Mentoring Training.

B. Those teachers will be provided with an opportunity to take part in the new teacher orientation as set out in Article 2, Section 6(B) of the Agreement. Mentor teachers who agree to attend the two days of new teacher orientation conducted in the assigned building shall be paid at the Professional Development (In-Service Instructor) rate for their hours of attendance.

C. The District shall offer thirty (30) hours of programs for teachers new to the District over the course of the school year, to be scheduled by the ~~Regional Academic Superintendent.~~ Twenty (20) hours of these programs (half Educational Research and Dissemination Programs [ER&D]), half District scheduled) shall be mandatory. The remaining ten (10) hours shall be voluntary and may include Resident Educator requirements. Those teachers who serve as mentors shall be involved in sessions as well. These sessions shall be devoted to small group meetings to review how the year is going to that point and to discuss common problems and to look for common solutions. One-half of the programs shall be used to implement the ER&D Programs. Attendance at the ER&D Programs is encouraged but voluntary for mentor teachers. The rest of the sessions are mandatory. The CTU will develop and implement this portion of these programs. Mentor teachers and ER&D trainers shall be paid at the Professional Development (~~In~~hi-Service Instructor) rate and the mentee teachers shall be paid at the Professional Development (In-Service) rate for each hour of such attendance. Bargaining unit members serving as mentors shall have the option of earning Continuing Education Units (CEUs) instead of receiving monetary compensation.

D. New teachers will be released two (2) days during their first semester in the District and one (1) day during their second semester in the District. These released days will be used to observe and collaborate with experienced teachers. If the Principal determines that released time is necessary for the mentoring teachers as part of their mentoring efforts, such released time may be granted. Teachers new to the District may be assigned extra time to observe and collaborate with experienced teachers with class coverage provided.

E. The Race to the Top CTU / CMSD Induction Committee may make recommendations to change the Mentoring / Induction program to the CTU President and CEO. Recommended changes may incorporate the ODE's Resident Educator requirements.

## **Section 6. Peer Assistance and Review Program**

Beginning in the 2007/08 school year, the CTU and CMSD agree to establish, as a component of the Teacher Incentive Fund Grant (TIF), a Peer Assistance and Review program. (Appendix P.) The focus of this program will be to promote and encourage excellence in the teaching profession. The overall goal of the program is to improve teacher effectiveness and to insure the educational success of students in the district by providing a fair and impartial intervention and assistance procedure.

A Peer Assistance and Review Program ("PAR") will support teacher development and evaluate teacher effectiveness. Any modifications made to the current PAR system in order to align and support the current TDES system, will be developed through the TDES Steering Committee and recommended to the CTU President and CEO for approval.

## **Section 7. Grievances**

A teacher may challenge any violation of the evaluation procedures in accordance with the grievance procedure in Article 6. The grievance will be limited to the determination of procedural errors that have resulted in substantive harm to the teacher and to ordering the correction of procedural errors. The failure of the board or evaluator to strictly comply with any deadline or evaluation forms under this Article shall not be cause for an arbitrator to determine that a procedural error occurred, unless the arbitrator finds that the failure resulted in substantive harm to the teacher. The arbitrator shall have no jurisdiction to modify the evaluation results, but the arbitrator may stay any decision taken as a result of the evaluation pending the board's correction of any procedural error. The board shall correct any procedural error within fifteen business days after receipt of the arbitrator's determination that a procedural error occurred.

## **[MOVED TO ARTICLE 10 ] ARTICLE 10 SCHOOL ORGANIZATION AND TEACHING ASSIGNMENTS**

## Section 2. Lesson Plans

A. Lesson plans should be considered as a guideline for effective instruction. Therefore, it is essential that teachers maintain substantive daily lesson plans which will provide a framework for such instruction. Substantive lesson plans include, at a minimum, aims and goals for student learning/achievement which parallel the District's ~~course of study~~ Scope and Sequence; daily, weekly and instructional unit objectives correlated to the District's ~~Course of Study~~ Scope and Sequence, including timelines set by the District, and assessment tools. Teachers are not required to recopy or otherwise duplicate information contained in the ~~Course of Study~~ Scope and Sequence or timelines into their lesson plans. ~~Teachers shall be evaluated on the basis of the effectiveness of classroom instruction, but repeated failure of any teacher to maintain appropriate substantive lesson plans shall also be considered in overall teacher evaluation.~~ [This language is addressed in the TDES Article.]

B. ~~In the interest of assisting new teachers, weekly lesson plans should be submitted to their department head or school administrator. It is important that the lesson plan be considered one of the many tools for effective classroom instruction. [This language should be reviewed for accuracy.]~~

C. An emergency lesson plan must be left with either the appropriate department head or administrator to be available for substitutes to facilitate instruction when the regular teacher is absent. This emergency lesson plan shall contain the basic information necessary for the substitute to carry on during the teacher's absence.

D. The regularly assigned teacher should not be expected to submit lesson plans when he or she is absent for one week or more due to illness or family emergency. For non-emergency absences, teachers are required to leave lesson plans with the appropriate department head or administrator prior to any absence, unless otherwise approved by the Principal. The regularly assigned teacher, department head and/or administrator should use discretion in the making of arrangements to continue a program of instruction.

E. Duplicate sets of lesson plans are not necessary and need not be prepared.

NOT INCLUDED IN TA

[moved to a separate document]

## **ARTICLE 23**

### **WORKING CONDITIONS FOR SPECIAL GROUPS — CERTIFICATED PERSONNEL**

#### **Section 3. — School Nurses**

~~G. — A Joint Administrative and Nurse Committee (JANC) shall be formed with equal representation from the administration and the CTU. This committee shall have the following responsibilities:~~

- ~~6. — Submit the school nurse evaluation form agreed to by JANC to LMC for consideration. [This language is replaced with the TDES Article.]~~

#### **Section 5. — School Psychologists**

- ~~D. — Evaluation of Psychologists. The evaluation instrument developed by the psychologists' UCC and the Psychological Services Manager in May of 1999 will be used to evaluate psychologists. This form is subject to modification by mutual agreement of the parties. [This language is replaced with the TDES Article.]~~

#### **Section 8. — Guidance Counselors**

- ~~H. — A Joint Committee of Guidance Counselors and Administration (JoCOGuCA) shall be formed with four counselors appointed by the CTU and four administrators appointed by the District to recommend resolutions to guidance issues to LMC, specifically including computerization of night school grades, computerization of counselor check sheets, procedures for student transfers, and development of a guidance counselor evaluation form. [This language is replaced with the TDES Article.]~~

NOT INCLUDED IN TA

[already addressed by Article 24 TA]

## **ARTICLE 24**

### **WORKING CONDITIONS FOR SPECIAL GROUPS NON-CERTIFICATED PERSONNEL**

- ~~D. — Procedure for Discharge of Paraprofessionals.~~

- ~~2. — Paraprofessionals may request a conference to discuss an evaluation. Such request must be made within five (5) school days of receipt and the~~

~~conference must be held within five (5) school days of the request. [This language is replaced with the TDES Article.]~~



## GLOSSARY AND APPENDIX

ODE Evaluation Matrix

MOU on TDES

Glossary:

Preponderance of Evidence

Conversational Walk-through

Cycle

Event

Power components

PGP

PIP

Announced observation

Unannounced observation

GTGL Electronic System

Domains 1, 2, 3, 4

TDES Coordinator

TDES Steering Committee 2.0

TA sch 5/7/13  
 8/7/13  
 TA @ 5/7/13  
 INQ 5/8/13

APPENDIX  
 MEMORANDUM OF UNDERSTANDING  
 Development and Implementation of the Cleveland Differentiated Compensation System (CDCS)

*Joint Oversight Committee*

An ongoing Joint Oversight Committee (the "JOC") will be established to provide oversight of all planning, development, implementation, and revisions of the CDCS. The committee will be composed of 8 members, 4 appointed by the Cleveland Metropolitan School District ("CMSD") or the "Board") and 4 appointed by the Cleveland Teacher's Union ("CTU" or "Union"), which shall include the CEO, the CTU President, and/or their designees. The JOC must begin meeting no later than July 15, 2013 within 30 days of ratification of the Agreement. The JOC will, among other things:

- Define the full scope, goals and objectives of the CDCS.
  - Continuously review and ensure the administrative and infrastructure capacity of the system.
  - Immediately appoint one or more committees to
    - 1) Review the plan for transitioning related service providers ("RSPs"), which includes individuals not on a five-event evaluation cycle, to CDCS;
    - 2) Determine how performance ~~will be measured and considered to transition-related service providers to CDCS~~ Support the transition plan of RSPs;
    - 3) Review opportunities for related service providers to acquire Achievement Credits ("ACs" defined further below); and,
    - 4) Ensure all decisions are based on multiple measures of performance.
- The sub-committee(s) shall issue a status report to the CEO, the President of the CTU, and the JOC with their preliminary recommendations no later than 90 days following the ratification of the Agreement. The subcommittee(s) shall continue to meet as directed by the JOC.*
- Monitor and assess data on student needs to determine priorities and programs for building the capacity of professional staff needs and informing the project requirements for the CDCS.
  - Identify the cycle of educational and professional activities that need to be engaged in by staff, evaluated for effectiveness, and will serve as a basis for compensation decisions.

- Review trends in evaluation scores and compensation, and when appropriate, make recommendations and create plans of action.
- Ensure the electronic data infrastructure provides teachers the ability to view all pertinent data related to the CDCS, including the accumulation of their ACs.
- Certify that CMSD has the resources to implement and sustain this program.
- Create a calendar of scheduled meetings of the JOC.
- Have the ability to consult with external experts ~~to advise in the proceedings, discussions and decisions.~~
- Create *ad hoc* subcommittees to address issues that arise through the development and implementation of CDCS system not already addressed by other committees. Two examples of *ad hoc* committees that will be created following ratification are:

- ~~One of the~~An *ad hoc* committees will be assigned to investigate the correlation between the observations and measures of student growth and develop a plan to strengthen that correlation. The *ad hoc* committee's recommendation will be forwarded to the JOC. The JOC will determine whether and how to implement ~~use the~~ *ad hoc* committee's work to determine a teacher's movement on the schedule where the teacher's student growth measures are below expected level.
- AnotherAn *ad hoc* committee will be assigned to review the differentials reflected in Appendix A to make recommendations regarding which differentials are appropriate to be aligned with the Differentiated Compensation schedule and which will remain paid as differentials.

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### *Joint Governing Panel*

There shall be a Joint Governing Panel ("JGP") composed of 6 teachers on assignment whose full time responsibilities are to serve on the JGP. Three (3) teachers will be appointed by CMSD and 3 appointed by the Union. The JGP will begin meeting no later than August 1, 2013, within 60 days of ratification of the Agreement, which is staffed by employees whose full time responsibilities are to serve on the JGP. The membership of the JGP may be increased or decreased by mutual agreement of the CEO and CTU President.

The Joint Governing Panel will:

- Adept-Identify an AC development process consistent with the program objectives defined in the agreement with CMSD and CTU, and approved by the JOC, which ensures the evaluation system and other AC programs are effective and based on multiple measures that:

- Provide a continuum of teacher support based on a teacher's ability to meet teaching standards and the career stage of the teacher.
- Identify potential professional development opportunities.
- Are aligned with professional teaching standards.
- Focus on teachers' work with students.
- Use and are informed by teacher evaluation data.
- Are rigorous.
- Give teachers a voice for improving CDCS based on regular and timely feedback.
- Engage with ideas and colleagues as part of the normal workday.
- Pursuant to JOC principles and guidance, ~~develop and adapt~~identify a menu of ACs for educators in all content areas and grade levels including, but not limited to, the following categories:
  - Professional development activities;
  - Contributions to student learning;
  - Contributions to colleagues; and
  - Overall contributions to the school and district.

*The menu shall include ACs which, when accumulated, shall either earn 1 time payments or enhance the base salary.*

- Make recommendations to the JOC about the AC menu and/or salary progression structure for teachers "on assignment".
- Work with other data, district departments, and committees to insure successful implementation of the ACs within the Professional Development Plan.
- Recommend roles and responsibilities for Leader Teachers and Expert Teachers.

*(note: if CTU wishes to use the graphic showing the interaction in its communication to members, ok, but district does not want this included in the MOU, would like that to be discussed and developed in consultation with the JOC/JGP. Interaction Between the JOC and the JGP.*

## Principles of the CDCS

Effective July 1, 2013, CMSD will implement a financially and fiscally responsible and sustainable differentiated compensation system as mandated by Revised Code 3311.78. CMSD and CTU agree that a differentiated compensation system must be developed based upon a collaborative partnership rooted in a desire to improve student achievement and to enhance the teaching and learning environment for faculty, staff, and administrators.

CMSD and CTU agree to commit the necessary time and resources to ensure the successful design and implementation of the differentiated compensation system. CMSD and CTU with the support of the American Federation of Teachers (AFT), and other external experts and researchers will continue to develop the implementation of the model for differentiated compensation set forth in ORC 3311.78 to be continuously and improved to meet the needs of the CDCS system to meet the needs of students and all stakeholders.

The fundamental belief that instructional excellence is an integral part of student achievement is the heart of CDCS. CMSD and CTU are committed to rewarding work of best and brightest in the profession, and therefore must treat teachers as professionals and give teachers the choice and opportunity for sustained professional growth.

CDCS will be based upon the provisions of Revised Code 3311.78 and the following core objectives:

1. Increased student achievement evidenced by growth, college, and/or career readiness.
2. Development teaching and learning through effective individual, team, and school-wide practices.
3. Creation of pathways for individuals who take on challenging assignments, high-needs positions, additional duties, demonstrate specialized skills, and/or participate in activities that meet student, school, and district needs.
4. Recruitment, retention and pairing of highly effective teachers and leaders to appropriate school and/or program settings.
5. Management of fiscal and program sustainability.
6. Strengthen and support IDES performance evaluation.

#### **New Career Pathways**

This agreement introduces a number of new terms. This system includes five new "Tiers" for educators:

1. Resident;
2. Professional;

3. Specialist;
4. Leader; and
5. Expert.

Four new career "Pathways" are designed around Instruction, Curriculum, Student Support, and Research and Assessment. While each pathway's initial design elements are defined, more opportunities within each pathway will be developed and made available through the ongoing work of the JOC. These pathways will be reviewed and revised periodically.

Professional advancement is reflected by the accumulation of ACs. When teachers accumulate 15 ACs they move one "Level" along their career path. When a teacher completes all Levels in the Resident or Professional Tiers, the teacher will move to the Professional or Specialist Tier, respectively.

Positions in the highest tiers—Leader and Expert—will be stipend-based positions based on a comprehensive application and review process determined through the work of the JOC. ~~At the appropriate personnel selection committee (appointed by the JOC) will select members for Leader and Expert positions to the CEO or designee. [22].~~ Leader and Expert Tier positions describe the unique work focused on school and district activities and support and may be limited based on the educational needs of CMSD. The roles in the Leader and Expert Tiers may be reviewed periodically. Assignment to and retention in these tiers is based upon performance and District needs.

During the 2013-14 transitional school year all teachers will be placed in the instructional career path at a level and tier commensurate with not lower than each teacher's current wages and within the Resident, Professional or Specialist Tier. ~~Each teacher will be placed at a tier and level immediately above their rate of pay measured on July 2, 2013.~~ Pursuant to House Bill 525, no teacher's wages will be reduced as a result of this transition.

Residential	Professional	Specialty	Leader	Expert
Designed to support new educators	No limit on the number of teachers	No limit on the number of teachers	Application Required: Promotional Opportunity	Application Required: Promotional Opportunity
Two Levels	Seven Levels	Six Levels	Career Pathways are more specialized than Specialist Tier	Career Pathways are more specialized than Leader Tier
		Differentiated Career Pathways Begin <ul style="list-style-type: none"> <li>•Instructional</li> <li>•Curriculum</li> <li>•Student Support</li> <li>•Research &amp; Assessment</li> </ul>	A stipend will be provided	A stipend will be provided

A vision for a CDCS system, including career Pathways, is attached as Exhibit 1.

#### Career Advancement: Accumulating ACs

Level progression within all Pathways and Tiers requires 15 ACs, which may be earned in a number of ways, including:

Annual performance ratings reflected by the teacher performance and student growth composite score developed by the Ohio Department of Education (Attached as Exhibit 2)

*ACs Awarded    Annual Performance Rating*

15 ACs    Accomplished Rating

8 ACs	Proficient Rating
5 ACs	Developing Rating
0 ACs	Any rating below Developing (Inefficient)
8 ACs	Failure of CMSD to issue an evaluation within the contractual time limits
0 ACs	Other individuals who do not have a complete evaluation will not accrue evaluation ACs for that school year (i.e., individuals on a leave of absence)

If a member is not evaluated, ACs will be awarded consistent with Article 8

Meeting Goals and Improving Low Performance

<del>ACs Awarded</del>	<del>Requirement</del>
2 ACs	Meeting or exceeding building goals set through the AAP process
2 ACs	Improvement on district-selected items on the Conditions for Learning Survey
1 AC	Individual teacher attendance at or above 95%
1 AC	Teaching in a hard-to-staff grade level or subject matter



1 AC Teaching in a hard-to-staff school

Professional and Educational Advancement Activities

*ACs Awarded Professional Activities (to be developed in the following categories)*

1 to 5 ACs

- Professional development activities
- Contributions to student learning
- Contributions to colleagues
- Overall contributions to the school and district
- Other approved activities

*ACs Awarded Eligible College Coursework*

1 AC

- If a teacher is enrolled in an eligible degree program prior to February 1, 2013, credits earned pursuant to that program per credit hour

- Coursework approved through the CDCS process

Improving Educator Licensure and Status

*ACs Awarded Licensure or Status Attained*

7 ACs	Attainment of a Senior Professional Educator License
7 ACs	Attainment of a Lead Professional Educator License
7 ACs	Attainment of Master Teacher Status

In addition to ACs awarded for performance, ACs will be available in the following four areas. The JOC and JGP will determine the number of ACs awarded for those areas prior to January 1, 2014:

1. Meeting Goals
  - a. Meeting or exceeding building goals set through the AAP process
  - b. Improvement on district selected items on the Conditions for Learning Survey
  - c. Individual teacher attendance at or above 95%
2. Low-Performance Assignment
  - a. Teaching in a hard-to-staff grade level or subject matter
  - b. Teaching in a hard-to-staff school
3. Eligible College Coursework
  - a. If a teacher is enrolled in an eligible degree program prior to February 1, 2013, credits earned pursuant to that program.  
This does not apply to teachers whose degree is paid in part or whole by the Alternative Licensure Program via RttT.
  - b. Coursework approved through the CDCS program
4. Educator Licensure and Status
  - a. Attainment of a Senior Professional Educator License
  - b. Attainment of a Lead Professional Educator License
  - c. Attainment of Master Teacher Status

Further, every effort will be made to develop the framework and standards for AC's in the following area, with the timelines to be established by the JOC:

Professional Activities in the following categories:

- Professional Development

- Contributions to Student Learning
- Contributions to Colleagues
- Overall Contributions to School and District
- Other Approved Activities

Application for movement on the basis of accrual of academic credits will be reviewed semi-annually in July and January of each school year.

Nothing herein restricts the District from offering stipend-based professional development opportunities which will not be eligible for ACs.

### **Development and Implementation of CDCS**

Consistent with Revised Code Section 3311.78, the CMSD and CTU will jointly develop and facilitate the implementation of CDCS. It will take a period of time to fully develop CDCS, prepare for its implementation, and create a research base and body of evidence on which the program will improve instructional practices, increase student learning, and increase career opportunities.

No later than July 1, 2013, the JOC will meet and ensure the following necessary components are either in place or are under development:

- Administrative capacity to implement CDCS
- An infrastructure to implement CDCS
- Additional capacities including, but not limited to:
  - ~~Compliance with~~ The ability to meet contractual timelines in the evaluation process
  - Designate a software program for tracking
  - Demonstrate that software can keep records
  - Demonstrate that HR can receive and make changes in a timely way
  - Ensure capacity for approving ACs for professional development

Develop a series of benchmarks that must be met in order to ensure the continued development and implementation of CDCS.

### **Salary Schedule Transition**

Within 60 days of ratification of the agreement, the Office of Human Resources will send a letter to every member of the bargaining unit notifying them of their initial placement in the new differentiated compensation system for the 2013-2014 school year. All initial placement data will be provided to the CTU.

For the 2013-2014 school year and pursuant to Article 30 of the CBA between CTU and CMSD all teachers will receive a four percent (4%) wage increase. The transitional process will take place in accordance with the transitional agreement between the Union and the District and pursuant to the Teachers will be considered on the tier and level immediately above their pay rate during the 2013-2014 school year.

When a teacher achieves fifteen (15) ACs, they will advance one level or tier on the CDCS salary system as referenced as Exhibit C.

For the 2014-2015 school year teachers will be paid according to their level and tier as reflected on the salary schedule in Exhibit C. Teacher movement to the CDCS will have financial transitional costs to align with the new model. Teachers shall receive a \$2000 bonus during the 2014-2015 school year.

Teachers hired after the implementation of this agreement with prior experience or advanced degrees will be placed in the CDCS based on procedures as outlined by the oversight committee IOC within 60 days of the ratification of the contract.

## Exhibit 1

*A Vision for CDCS career Pathways*

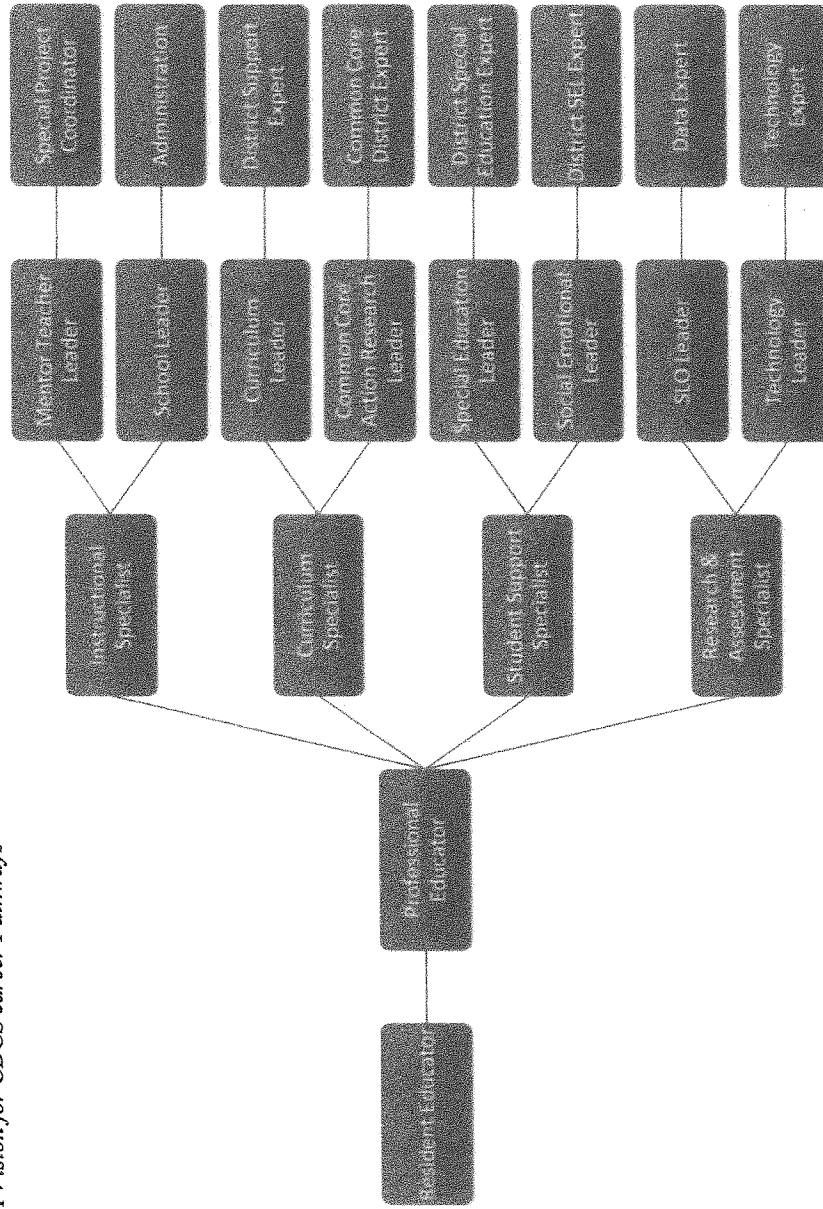


Exhibit 2

*Annual performance rating rubric developed by the Ohio Department of Education*

Teacher Performance

	4	3	2	1
Above	Accomplished	Accomplished	Proficient	Developing
Expected	Proficient	Proficient	Developing	Developing
Below	Developing	Developing	Ineffective	Ineffective

Student Growth